613.

SUPREME COURT OF THE UNITED STATES.

No. 117.

PIERRE F. COIRON ET ALS., APPELLANTS,

v.

ALEXANDER LESSEPS ET ALS.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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UNITED STATES CIRCUIT COURT,

FIFTH CIRCUIT AND EASTERN DISTRICT OF LOUISIANA.

No. 2091.

PIERRE F. COIRON ET ALS., *v.* ALEXANDER LESSEPS ET ALS.

IN CHANCERY.

Bill—Filed 27th January, 1852.

To the Honorable the Judges of the Circuit Court of the United States, for the Eastern District of Louisiana:

This bill of complaint, filed on behalf of Pierre Felix Coiron, who is a citizen of the State of Mississippi, and Maria Josephine Z. Coiron, who is a minor, and also a citizen of the State of Mississippi, who sues by her next friend, Pierre Felix Coiron, against Alexander Lesseps and Laurent Millandon, Louis Joseph Coiron, Marie Emilie Coiron, who are citizens of the State of Louisiana, and Genevieve Coiron, who resides beyond the jurisdiction of this Court, and is a citizen of the State of Mississippi, but who has an interest in the subject of the suit, and may make herself a party hereto.

Your orator and oratrix show to your Honors, that their father, John Joseph Coiron, who was a citizen of Louisiana, with a domicil in the Parish of Plaquemines, died intestate there, on the first day of September, 1833, and, that the above-named Genevieve is his widow, and the said Louis Joseph, Marie Emilie, and your orator and oratrix constitute the heirs at law, being his surviving children.

They further represent that when he died he was in the actual and legal possession of a large estate, consisting of a plantation in the said parish, on the left bank of the Mississippi River, having a front thereon of thirty-nine arpens twenty-five toises, with a depth of forty arpens, known as "mon secours," about ten leagues below the City of New Orleans, bounded on the lower side by the St. Sophie Plantation, and on the upper by lands of Eugene McCostney, with large and extensive improvements, servitudes, and privileges thereon, and attached thereto—and also, about ninety slaves, twenty horses and

mules, valuable implements of husbandry, and plantation conveniences, household and kitchen furniture, cattle, and other animals, of the value of one hundred and fifty thousand dollars and upwards.

Your orator and oratrix show to your Honors, that all the children of the said John Joseph Coiron, at his death, were below the age of twenty-one, and that your orator and oratrix were under the age of eight years, the eldest of the two being now under twenty-six years. Your orator and oratrix further show, that although this was the fact, the succession of their father was opened in the Probate Court of Plaquemines, and his property certified to the same in a legal inventory, shortly after his death.

Your orator and oratrix further represent to your Honors, that shortly after the proceeding aforesaid, the *the* family of the said John Joseph Coiron was dispossessed of their inheritance by one Theodore Nicholet (who is now dead, and who has no heirs or representative within the jurisdiction of this Honorable Court); that the said Nicolet, in the latter part of the year 1833, and during the minority of the children of the said John Joseph Coiron, entered upon the plantation aforesaid, took charge of the slaves and movables thereon, and gathered the crops, and derived all the profits for the estate during that year and the early part of the year 1834, and in the spring of that year, with the exception of one or two slaves whom he sold, and some few articles of small value, delivered them to Alexander Lesseps and Laurent Millandon, who either jointly, or the one under the other, has retained said property till now, receiving the rents and profits, and deriving large sums of money therefrom.

Your orator and oratrix further represent that there has been a great improvement in the number of slaves thereon, from the births of young slaves; and, besides, the use of the crops and other profits of the estate have enabled the said defendants greatly to increase their number, so that there are from births and additions from the produce of the estate, about two hundred at this time. Your orator and oratrix further state, that enormous profits have been received by the said Millandon and Lesseps, from the said plantation, during all this time; that neither the said Nicholet, nor said Lesseps, nor Millandon, have offered to return the said plantation, the slaves and movables thereon, the proceeds of the crops, and other profits—but have come to consider that the property is their own, and deny that they hold it in trust for your orator and oratrix, or any of the family of the said John Joseph Coiron.

Your orator and oratrix have lately made some inquiry into the grounds for the conduct of the said Nicolet, Lesseps, and Millandon; and it has been suggested to them, that the said John Joseph Coiron, their father, was a debtor of the firm of Theodore Nicolet & Co., of which the said Theodore Nicolet was the active and managing partner, and had given to the said Nicolet a mortgage upon the said plantation and other property, and that the said Nicolet for and on behalf

of his firm entered upon the said land, for the purpose of securing, from the rents and profits thereof, and the labor and use of the slaves and other property, payment; and your orator and oratrix state, that they have seen a statement, by the said Theodore Nicolet, of a debt and mortgage for ninty-three thousand six hundred and thirty dollars.

But your orator and oratrix state to your honor, that, conceding the validity of the claim of the said Nicolet & Co. or Nicolet, it does not authorize the said parties to hold possession of the said estate, nor does it destroy your orator's and oratrix's claim to redemption. Your orator and oratrix expressly state, that they are willing to come to a fair settlement with the said Millandon & Lesseps, who are the assignees of all the rights of said firm, and to pay any balance that may be due to them upon the same, and forever be bound and foreclosed, in case of any failure on their part. Your orator and oratrix state, that they are informed and believe that said Lesseps & Millandon hold the entire claim of said Nicolet and Nicolet & Co., under their mortgage, and that they deny the right of redemption of your orator and oratrix.

In a further inquiry made concerning the extraordinary proceedings of the said Theodore Nicolet, your orator and oratrix are informed, that during the month of July of 1833, the father of your orator and oratrix, being greatly harassed by the said Theodore, for an alleged debt, came to the conclusion, to escape vexation, by the surrender of his estate to the creditors. Under that conclusion, during that month he addressed a letter to the Judge of the first District Court of Louisiana, acquainting him with the conclusion, and attaching thereto a formal bilan of his debts and a statement of his property. The Judge of the District Court, in the same month, made an order, appointing Gustave Le Gardner, a notary public, to convene the creditors, and A. Morphy, an attorney, to represent the absentees. On the 26th August, Theodore Nicolet, who held a claim for above half the debt represented, appeared before the notary aforesaid, and exhibited the amount of his debt, and voted for himself as syndic. There were other claims represented and votes given for the said Nicolet; some purporting to be by the parties, and some by attorneys in fact. The notary made no judgment upon the facts, nor did he declare any election, but simply put up in an intelligible form the statement of the proceedings of the several parties. This, on the 12th September, 1833, was returned into the said District Court.

And at the time that this return was made, and before any act of the court or notary had taken place, declaring, ascertaining, or recognizing the election of any syndic, the said John Joseph Coiron had died, as has been before stated by your orator and oratrix.

Your orator and oratrix further show, that upon further inquiry, they learn that the said Theodore Nicolet aforesaid assumed to act as syndic of their father's estate, but that he evidently considered

that he had no occasion to follow any rule, order, or regulation in his proceedings; that he sometimes called the creditors together, but he observed no order regulating the call, and observed no plan settled by the creditors.

That he sometimes asked for orders of sale, but without obtaining them, he sold whatever right or interest he had at discretion. Your orator and oratrix state, that they are informed, upon inquiry, that the contract of sale with Millandon and Lesseps was concluded privately, without any previous notice or publication, without any previous order of any court, without any notice to any member of the family of said John Joseph Coiron; and, that no transfer could follow from such a sale, but the mortgage interest of said Nicolet & Co. That they are further informed, that the said Nicolet & Co., or Nicolet, paid the mortgage of one Buckner on said property, or a portion thereof, under some impression that it bound the same, and that the mortgages to Nicolet & Co., and of Buckner, constituted the claims of said Nicolet on said estate, and now held by the said Lesseps and Millandon under them.

Your orator and oratrix further state, that they learn on inquiry that the said Lesseps and Millandon, or the said Millandon, represent the entire interest, right, estate, claim, power, and demand, that said Nicolet & Co., or Nicolet, have in and to said property. They further say, that forasmuch as the surviving members of said firm and the heirs of the said Nicolet reside beyond the jurisdiction of the Court, they cannot be made parties; but your orator and oratrix state, they will amend the bill so as to allow them to answer if they will appear voluntarily, or they will agree to such terms as the Court may suggest for the protection of their rights.

And now, upon the foregoing information, your orator and oratrix charge, that granting that the said Coiron did make an application to surrender of his estate, that the proceedings abated when his death occurred; and that your orator and oratrix became vested with their portion of the estate of their father without prejudice, for the said unconsummated application. But granting that the creditors might insist upon the surrender, your orator and oratrix insist that notice of their election should have been legally given to them.

Your orator and oratrix further insist that all the proceedings in such a case should have been regulated by law, and the instructions of the creditors; and that the burden of sustaining any such alleged claims vest with the parties. And your orator and oratrix affirm, that the said defendants have no other or further claims on the estate aforesaid, than as representing the debts of Buckner, and Nicolet & Co.

Further complaining, your orator and oratrix show, that they have never heard, nor been able to ascertain, of any order of the District Court, or Probate Court, authorizing said Nicolet, as syndic, or in any other manner, to dispose of the lands or the slaves or effects of the

said succession of their father; nor do they know of any judgment declared in any legal concourse or convention of creditors from which such an authority could be inferred, nor have they or the family of said Coiron ratified or confirmed any act or proceeding of the said Nicolet & Co., or Nicolet, or Lesseps or Millandon.

Your orator and oratrix further show unto your Honors, that the said Lesseps and said Millandon claim under the acts and proceedings of said Nicolet, that they well know the facts before stated, and were privy to the conduct of said Nicolet & Co.; and to all the irregularities and trespasses of which he has been guilty as aforesaid. Your orator and oratrix further state, that conceding any effect to the petition for a cession of his goods by their father, and that the incomplete character of the cession at his death, did not terminate it; nevertheless, that in the absence of all such orders and authorities of the said Nicolet, to make any sale of the effects of the succession, that the property must now be held and taken as a part of the same. Your orator and oratrix say to your Honors, that the said Millandon and Lesseps admit no right of the creditors of said John Joseph Coiron, nor do they hold the said property for their benefit. Your orator and oratrix have no disposition to avoid the payment of the debts of said succession, and will be ready and willing to pay the demands arising out of their father's indebtedness upon the rendition to the succession the estate aforesaid.

They show to your Honors that the said Lesseps and Millandon, they are informed, hold by an assignment or payment, either of the said Nicolet or themselves, the debt of Bucker, who held a mortgage on the estate aforesaid, and that the creditors of said estate have ceded their claims to the said Genevieve Coiron, or reside beyond the state and out of the jurisdiction of the state: your orator and oratrix say, that in the present unsettled condition of the questions in issue, it would lead to a great accumulation of costs and expenses to make all of them parties to the cause. They also state, that in the existing state of affairs it is impossible for your orator and oratrix to ascertain the holders of all of them, and that those not held by said Genevieve reside out of the jurisdiction of this Honorable Court, and for these reasons they are not made parties; but your orator and oratrix state that they are perfectly ready and willing to submit to a decree for the payment of the debts of the succession, through the order and judgment of the Court, before receiving the estate, provided it shall be determined that the said petition and the order thereon created any lien upon it in favor of said creditors; or they are willing that now a syndic may be appointed for the sale of the said property, in so far as they are interested in it. Your orator and oratrix further represent, that their brother and sister, who are made defendants, decline to maintain a suit in common with them, being deterred by the costs and expenses, or unwilling to involve themselves in the effort at redemption, but, as your orator and oratrix, understand, they

insist upon the wrong and injustice they have suffered, and waive none of their claims, and are willing to co-operate in the redemption of the same. Your orator and oratrix further show, that their mother, the said Genevieve, renounced her right of community in the said lands, slaves, and other property, in favor of the succession claims as a creditor against the same, holding, as they are informed, claims of her own for the amount of $55,145 50, that are specified in the petition of said John Joseph Coiron, being the claims of Leon Bernard, Dubree & Gouty, Claude Letany, C. Tanin, M. Tambu, Dr. Lalaurie, G. Leonard, Dr. Thomas, D. Bonney, T. C. Thompson, F. S. M. Coiron, T. G. Arroiyo, the notes of F. S. M. Coiron mentioned therein.

Your orator and oratrix further state, that they are ready and willing to redeem the estate from the mortgages aforesaid, to the full extent of their claims on the same, after an account shall be taken, and to adjust whatever rights the said parties may have on the said succession, and they now offer so to do.

But now, so it is, may it please your Honors, the said Lesseps & Millandon insist upon a claim to defend and hold the said estate of lands, slaves, and movables, without any account to your orator and oratrix, and without any obligation to the family of said Coiron or his creditors, which contract on their part is contrary to equity and good conscience.

To the end that the said defendants may be made parties to this bill, and may full, true, and perfect answer make to the same, your orator and oratrix pray for the process of subpœna to them, and that they may be required to answer the following interrogatories:

1st. State if the said John J. Coiron was not in the possession of the lands, slaves, and movables specified in the bill at the time of his death?

2d. Whether your orator and oratrix are not, together with the defendants, Louis Joseph Coiron and Marie Amelia Coiron, the heirs at law of the said John Joseph Coiron, and were they not all minors at the time of his death?

3d. Did not the said Theodore Nicolet take possession of the said estate after the death of the said Coiron, and did he not receive the profits therefrom in the latter part of 1834?

4th. That they may set forth when the said Alexander Lesseps and Laurant Millandon entered into possession of the said lands, slaves, and movables, and that they may set forth with the slaves and movables they received belonging to the succession of Coiron, and from whom?

5th. That they may set forth the value of each crop they have gathered, and an account of all the uses and profits of the said estate, of every name and description, that have come to their possession or enjoyment since their possession as aforesaid?

6th. That they may set forth the names of the slave, that have

been added to the estate, either by purchase with the crops or by birth on the same, also, whether any slaves have been sold from the said estate, and the prices therefor, and the mode of its appropriation?

7th. That the said parties may set forth their claim on the estate and their vouchers therefor, and show the balance that they assert to be due from the succession of said John Joseph Coiron to them, and also any mortgage to support the same, binding said estate or any part of it?

8th. That if the said parties pretend to any other claim than as creditors, that they may set forth the same, with all the evidences in their possession to sanction it?

9th. That in any claim they may set forth, they may also set forth whether there has been any release, discharge, acquittance, payment, or other settlement thereof, by the said John Joseph Coiron in his life with them or any assignor to them?

Your orator and oratrix pray, that the plantation, slaves attached thereto at the time of their father, and all the articles belonging to the same not destroyed or consumed, and in possession of the defendants, be restored to them.

That all the slaves born of the slaves in possession of the said John J. Coiron, either in the possession of said Nicolet, or said defendant, be delivered up to the plaintiffs, for the said succession; that an account be taken of the uses and profits of the said estate, and the appropriations made of the same in the purchase of slaves or other property, and that the same be held and taken as a part of said estate; that the debts on the said property held or equitably controlled by the defendants, which constitute a lien thereon by mortgage or otherwise, may be ascertained, and the amount thereof may be deducted from the account of profits; but if the balance should be found against your orator or oratrix, or the succession of their father, that they may be allowed to discharge it, and redeem the said estate.

Your orator and oratrix further declare, that if it should be found that the cession by the said John J. Coiron, or the proposal for a cession, have created any claim binding on the estate in favor of creditors, imposing an obligation for an administration through a syndic, your orator and oratrix do submit that the estate may be disposed of under the order and decree of this Court for their benefit, unless your orator and oratrix shall settle the same upon the being ascertained which they have offered to do; and they pray, that the Court, in that aspect, shall cause the creditors to be called before the Court to prove their claims, and that your orator and oratrix may be allowed to pay them, or that the said property may be disposed of for that purpose; your orator and oratrix pray for the process of subpœna according to the rules and practice of the Court,

and for such other and further relief as is or may be consistent with equity and good conscience.

JOHN A. CAMPBELL,
Solicitor for Plaintiffs.

The defendants Lesseps and Millandon will answer to each of the interrogatories numbered from 1 to 9 inclusive.

J. A. CAMPBELL,
For Plaintiffs.
HOFFMAN & OGDEN.

Appearances.

And afterwards the following entry was made on the Chancery docket, viz.:

March Rules, A. D. 1852.—Monday, March 1st.

PIERRE F. COIRON et al.
v.
ALEXANDER LESSEPS et al.

This day came into Court the defendant Alexander Lesseps and Laurent Millandon, by Benjamin & Micou, their solicitors, and entered their appearance in this cause.

Pro Confesso.

And afterwards the following entry was made on the Chancery docket:

April Rules, 1852.—Monday, 5th.

PIERRE F. COIRON et al.
v.
ALEXANDER LESSEPS et al.

On motion of H. D. Ogden, of counsel for complainants, and it appearing that the defendants have neglected to plead or answer to complainants' bill within the time prescribed by law, it is ordered that the said bill be taken as confessed by each and every of the said defendants.

Stipulation. Filed 14th June, 1852.

PIERRE F. COIRON et al.
v.
ALEXANDER LESSEPS et al.

It is agreed that the defendants in the above cause may file the plea prepared by their solicitors, notwithstanding the judgment *pro confesso* entered in the cause.

H. D. OGDEN,
Solicitor.

Plea of Lesseps & Millandon.

Filed 14th June, 1852.

The plea of Alexander Lesseps and Laurent Millandon, the defendants to the bill of complaint of Pierre F. Coiron and al., complainants.

These defendants, by protestation, not confessing or acknowledging all or any of the matters and things in said bill of complaint alleged to be true, in such sort, manner, and form as the same are therein set forth, for plea to the whole of said bill, say:

That, on the 17th July, 1833, John Joseph Coiron, the father of complainants, then the owner of all the plantation, slaves, and movable property described in the said bill of complaint, and which the said complainants allege that they inherited, in whole or in part, did make a surrender of all said plantation, slaves, and movable property to his creditors, by his petition, filed on the 17th July, 1833, in the Honorable the District Court of the State of Louisiana for the First District; and said surrender was on the same day, to wit, the 17th July, 1833, accepted by the Judge of said court for the benefit of the creditors of said John Joseph Coiron; and that, by the said surrender, so accepted as aforesaid, the title of the said John Joseph Coiron to the said plantation, slaves, and movable property, was legally ceded by him to his creditors, and became vested in them; all which will fully appear by Exhibit A, herewith filed. Therefore, these defendants do plead the said surrender of property, accepted as aforesaid, in bar to the said complainants' bill, and pray the judgment of this honorable court, whether they should be compelled to make any further answer to said bill; and pray to be hence dismissed with their costs and charges in this behalf wrongfully sustained.

BENJAMIN & MICOU,
Solicitors for defendants.

The undersigned solicitors of defendants do hereby certify, that in their opinion the foregoing plea is well founded in point of law.

BENJAMIN & MICOU,
Solicitors for defendants.

Alexander Lesseps and Laurent Millandon, defendants, make oath, that the foregoing plea is not interposed for delay, and that it is true in point of fact.

L. MILLANDON,
A. LESSEPS.

Sworn to and subscribed before me this 13th April, 1852.

J. W. GURLEY,
Clerk.

By W. CORNELIUS,
Deputy Clerk.

Exhibit A, annexed to the foregoing Plea.

Filed 14th June, 1852.

First District Court of the State of Louisiana.

JEAN JOSEPH COIRON
v.
His Creditors. } No. 10,720.

Petition.

Filed 17th July, 1833.

To the Honorable the District Court of the State of Louisiana for the First District. The petition of Jean Joseph Coiron, a planter, of the Parish of Plaquemines, humbly showeth:

That owing to repeated misfortunes that have fallen upon him, at different times, and to the depression of the value of agricultural produce of this state, he finds himself in the painful necessity of surrendering his property to his creditors, and of availing himself of the laws of the land, relative to insolvent debtors.

Wherefore, this petitioner prays that he may be allowed to call a meeting of his creditors, that he may lay before them a statement of his affairs and surrender them his property, and that, in the meantime, all proceedings against his person and property may be stayed.

And whereas, amongst the creditors of this petitioner there are some who reside out of this parish and state, this petitioner further prays, that an attorney be appointed to represent the said absent creditors, at the meeting which shall be held upon the order above prayed for, and as in duty bound, &c.

P. SOULE,
Of Counsel for petitioner.

Order. The cession of the petitioner's property is accepted for the benefit of his creditors, and it is ordered that a meeting of said creditors take place at the office of Gustave Le Gardner, Esq., Notary Public, after the usual legal notices, for the purposes mentioned in the petition; in the meantime, all judicial proceedings against the person and estate of said petitioner are stayed. Alonzo Morphy, Esq., is appointed to represent the absent creditors.

(Signed) FX. GRIMA,
Judge per interim.

17th July, 1833.

Fifth District Court of New Orleans.

I hereby certify, the foregoing and above to be true copies of the originals, on file and of record in the office of the clerk of this court, in the matter of J. J. Coiron *v.* His Creditors, No. 10,720 of the docket of the late First Judicial District of Louisiana, the records of which have been by law transferred to this court.

[SEAL.] J. O. CHALON,
Deputy Clerk.

Clerk's Office, April 10, 1852.

Order, making Edward Shiff, Syndic of Alexander Lesseps, party defendant in this cause.

Minutes: December Term, A.D. 1852.

NEW ORLEANS, 18th January, 1853.

Court met pursuant to adjournment. Present: Hon. Theo. H. McCaleb, District Judge.

PIERRE J. COIRON et als.
v.
ALEXANDER LESSEPS et als.

On motion of G. Le Gardner, Solicitor for Edward Shiff, and upon giving the Court to understand and be informed that Alexander Lesseps, one of the defendants in the above-entitled cause, has made a *cessio bonorum* in the Fourth District Court of New Orleans, State of Louisiana; and upon further giving the Court to understand and be informed that the said Edward Shiff has been appointed syndic of the creditors of said Alexander Lesseps: It is ordered by the Court that the said Edward Shiff, as syndic aforesaid, be made a party defendant to this suit.

Order, fixing for Trial Plea of Defendants.

Minutes: December Term, A.D. 1853.

NEW ORLEANS, 19th December, 1853.

Present: Honorable Theo. H. McCaleb, District Judge. Absent: Honorable J. A. Campbell, Presiding Judge.

P. F. COIRON et als.
v.
ALEXANDER LESSEPS et als.

On motion of Henry Ogden, Esq., of Counsel for complainants: It is ordered that the plea herein filed by the defendants, Lesseps & Millandon, be assigned for hearing for Monday the 2d of January next, at 10 o'clock A.M., and that said defendants be notified thereof.

Defendants' Plea Tried and Overruled. Time granted to Answer.

Minutes: December Term, 1853.

NEW ORLEANS, Monday, 2d January, 1854.

Court met pursuant to adjournment. Present: Honorable Theo. H. McCaleb, District Judge. Absent: Honorable J. A. Campbell, Presiding Judge.

PIERRE F. COIRON et als.
v.
ALEXANDER LESSEPS et als.

The plea herein filed by the defendants, Alexander Lesseps and Laurent Millandon, on 14th June, 1852, having been assigned for this date, was called for trial. H. D. Ogden, Esq., appearing for complainants, and William C. Micou, Esq., for the said defendants: whereupon said plea was submitted to the Court without argument, and on considering the same, it was ordered that the said plea be overruled, and that the said defendants be allowed twenty days from this date, within which to file their answer.

Order. Extension of time granted to Answer.

Minutes: December Term, 1853.

NEW ORLEANS, Wednesday, 18th January, 1854.

Court met pursuant to adjournment. Present: Honorable Theo. H. McCaleb, District Judge. Absent: Honorable J. A. Campbell, Presiding Judge.

PIERRE F. COIRON et als.
v.
ALEXANDER LESSEPS. No. 2091.

On motion of John Finney, Esq., of Counsel for Defendants, it is ordered that they be allowed until the next rule day to file their answer to complainants' bill.

Answer of Lesseps and Millandon.

Filed 4th February, 1854.

The answer of A. Lesseps and L. Millandon, of New Orleans, defendants in said bill, now and all times hereafter, saving and reserving to themselves all manner of benefit and advantage of exception to the manifold errors, uncertainties, imperfections, and insufficiencies, in the said complainants' said bill of complaint contained, for answer thereto or unto so much and such parts thereof, as the said defendants are advised it is material for the said defendants to make answer unto, the said defendants answering say:

First. That respondents admit that John Joseph Coiron, late of Louisiana, died several years ago, and left his survivors, consisting of Genevieve, his widow, and several children, also still surviving, of whom, to the best of the knowledge and belief of respondents, the two complainants, Pierre Felix and Marie Josephine are two of said children; but touching the age of said complainants, these respondents are unable to state.

Second. The said respondents do further plead and aver, from the information most accessible to them, in the most direct and veritable manner in their power, that the said John Joseph Coiron, while still in life, became insolvent, and on or about the 17th day of July, 1833, made a formal and complete cession of all his property, both real and personal, before the First Judicial District Court of the State of Louisiana, holding jurisdiction in the City of New Orleans, and the Parish of Plaquemines, comprised in the said District; and by the proper authority of which Court the said cession was in due form accepted for the benefit of the creditors of said insolvent, and a meeting of the said creditors was ordered, and convened before a duly qualified notary public.

That at the meeting of said creditors, duly held on or about the 26th day of August, 1833, one Theodore Nicolet was duly appointed the syndic of the creditors of the said John Joseph Coiron, and his appointment was in due course homologated and approved.

That, on or about the 27th December, 1833, the said syndic presented to the said Court a petition for a second meeting of creditors, which was duly granted and ordered, and a meeting of said creditors was held on or about the 28th January, 1834, at which the terms and conditions of the sale of the property so surrendered were in due form fixed and prescribed, and on a return of an authentic copy of said proceedings the same were duly homologated and approved.

That on or about the 6th day of March, 1834, and in pursuance of the proceedings of said Court, and after due notice and advertisement, all and singular the properties of said insolvent were duly sold at public sale, by a duly authorized auctioneer, consisting of the following, to wit:—

First. A large plantation with buildings and improvements in the said Parish of Plaquemines.

Second. Thirty-six slaves, more particularly described in said advertisements and sales.

Third. Forty-six slaves, also more particularly described in said advertisement and sales; and

Fourth. Certain stock, implements and other properties attached, also more fully described as aforesaid.

That at the sale so made, the following properties were adjudicated as follows, to wit:—

The plantation first described, and the slaves secondly described, and the stock and implements fourthly described, were adjudicated to the respondent Alexander Lesseps, and the slaves thirdly described, were adjudicated to the respondent Laurent Millandon, as the whole will more fully and particularly appear by the authentic copies of two certain acts or deeds of sale from the said Theodore Nicolet, syndic to said respondents, respectively, which said acts were passed or executed before Gustave Le Gardner, Notary Public of New Orleans, on or about the 22d of March, 1834, and which, bearing the marks

Exhibits "A" and "B," are herewith filed and prayed to be taken as a part hereof, and that the same be referred to as often as may be necessary.

And the said respondents do further respectively state and aver, that the following conveyances and transfers of said property have since taken place, to wit:—On or about the 9th June, 1834, the said Millandon and Lesseps, by act before Gustave Le Gardner, Notary Public, agreed to unite as partners in the properties aforesaid; that by another act, passed before Louis T. Caire, Notary Public, on or about the 26th June, 1839, the said Millandon sold his interest in the said properties to the said Alexander Lesseps, since which date the said Millandon ceased in having any right, title, or interest thereon; and that, on or about the 14th April, 1849, by act before Theodore Guyot, Not. Public, the said A. Lesseps sold to his son Auguste Lesseps, a one-third interest in the said property; that said Auguste has since made a cession of property, and said Millandon is now his syndic; that on or about the 13th January, 1852, the said Alexander Lesseps made a cession of his property in the Fourth District Court of New Orleans; that the said Edward Shiff was duly appointed and confirmed as the syndic of the creditors of the said Lesseps, and that the said plantation and slaves, together with all and singular the improvements, stock, and appurtenances thereof, are now, and still remain in legal possession and custody of said Lesseps, syndic as aforesaid.

And the said respondents do further respectively say, in answer to the several charges in said bill of complaint, that they expressly deny that the said John Joseph Coiron died in possession of, or in legal right or claim to the said property or any part thereof, but they aver and charge that all and singular the right, title, and interest of said John Joseph Coiron was divested out of him, and vested in the creditors of said insolvent, by the said surrender on the 17th day of July, in the year 1833, and by the acceptance of the same by the Judge and the creditors according to law, and that the said Coiron, the insolvent, died on or about the , after the appointment of the said Nicolet as syndic of said creditors, and after his entering upon the legal title, interest, and possession of said property.

The respondents deny, specially and particularly, each and every of the said several charges and allegations in said bill of complaint contained, of irregularities, informalities, and allegations in anywise set forth, connected with the several conveyances and transfer of the properties hereinbefore set forth; and respondents do particularly deny all and singular the charges and allegations in said bill, setting forth that these respondents had any notice or private agreement with the said Nicolet, syndic, touching the disposition of the said property, or the sale thereof, before the said adjudication to respondents; they deny that they were at any time, at or after the surrender of

said Coiron, his creditors to any amount whatever; that they held any mortgage whatever on his property, or acquired or accepted any transfer from the said Nicolet, or of one Buckner, or any other person, of any claim upon the said Coiron or his property; or that such claims are now held or claimed by said respondents or either of them. They deny that they, or either of them, now or was in any manner privy to or cognizant of any illegal conduct or intentions of said Nicolet, in his office of syndic, aforesaid, or with reference to the sale of said properties. They deny that any irregularity or informality, conducing towards or connected with the disposition of the said property, if any such ever existed, were in any manner known, imputed, or believed, by the said defendants; but the said respondents do respectively declare and affirm, to the best of their belief and knowledge in the premises, that all and singular the proceedings in the cession of the said Coiron were regularly and validly conducted, to the sale and delivery of the said property to the said Lesseps and Millandon, as aforesaid; that under the full belief that the said proceedings were regular and valid, the purchasers attended the said sales without any previous concert with the said Nicolet, syndic, and even, as they believe, without his knowledge, bid and competed for the property in open market, and upon the same being adjudicated to them, did severally pay in full the price of the property, according to the terms adjudged, and without any belief or suspicion that any title or interest of any kind whatever, in the said property, vested or remained in the heirs or family of said Coiron, the insolvent.

And the said respondents do respectively charge and affirm, that according to the laws of Louisiana, the sale so made to them, under the authority of the syndic of said Nicolet, was, and is still, a valid sale; but that if any informality or defect did occur in said proceedings, which is by no means admitted, all irregularity or informality in the same has long been barred, limited, and proscribed, by the laws of said State, and especially by the Acts of 1834, and those passed prior or subsequently thereto; and they further charge and declare, that no one of the heirs of said Coiron, and especially the said complainants, have ever resumed or reacquired any claim or right to the property so surrendered to their father, and so conveyed to respondents.

And respondents further plead and charge, that after the sale made as aforesaid, and after the price of said property was paid by said respondents to said Nicolet, the said Nicolet and his representatives duly distributed the proceeds thereof to the creditors of said Coiron, leaving his estate largely insolvent, as will be in due time more fully shown and proved by the exhibit and proof of said several proceedings in the cession and distribution; and they further say, that long after the said sale and distribution of the proceeds, the said Genevieve, the mother of the complainants, instituted and prosecuted, before the First Judicial District Court, aforesaid, succeeded by the Fifth District Court of New Orleans, a certain suit against the said Lesseps and

Millandon, claiming the said property on grounds similar to those set in the bill of complainant, to which several of the children of said Coiron were made parties, and said litigation resulted in final decrees of the said District Court, affirmed by the Supreme Court of the State of Louisiana, in favor of these respondents, affirming the validity of the said sales, and respondents' titles under them, as will in due time be made more particularly shown by authentic copies of said proceedings, and all the benefit which by law may result from exhibition of the said records and decrees, against the claims and pretensions therein asserted or claimed, these respondents do now and shall ever claim and insist.

And so far as the said bill of complaint charges that the said Genevieve, mother of said complainants, holds or ever held any claims as a creditor of the estate of her husband, and that she renounced the community, these respondents have no knowledge of said matters, except that which is disclosed by the proceedings in the several proceedings and records hereinbefore set forth and described.

And the said respondents do fully admit that they have, as hereinbefore stated, held the said property, as owners, successively from 1834 to the present time; and that they have received and gathered the proceeds and revenues thereof, and they now directly affirm and declare, that they made the said purchase, and received the said property, and paid the price thereof as a valuable consideration in good faith, without notice of any title or claim whatever against the said property; but they respectfully deny that they are bound in any manner to account for the said proceeds, revenues, or profits of said property, unless after due decree of this Honorable Court, and the reference to a Master for the purpose of taking such an account; and respondents say, that they have endeavored fully and particularly to answer and plead to all and singular the matters in said bill contained, to which it is material or proper that the respondents should answer.

And the said respondents, for answer to the several special interrogatories to them propounded, do say as follows, viz.: To the first interrogatory, they admit that he died on the plantation on the , but do not admit, but, on the contrary, deny that the said J. J. Coiron was in possession of said properties at the time of his death.

To the second interrogatory, they admit that the said orator and oratrix were heirs at law of said Coiron, and were minors at the time of his death.

To the third interrogatory, they say that they are ignorant of the date at which the said Theo. Nicolet took actual possession of said properties, or whether before or after the death of said Corion; that they believe that the said Nicolet did receive some profits from the said property in the year 1834, but they possess no knowledge or details of said receipts except that which will appear by the tableau

of distribution in the proceedings of said surrender, already referred to, and which will be in due time exhibited and filed.

To the fourth, sixth, seventh, eighth, and ninth interrogatories, they say that the said Lesseps and Millandon did enter into possession of said lands and properties as hereinbefore set forth, but they plead and except that they are not bound to set forth or enter further into any of the questions, items, and particulars in said interrogatories contained, unless after a hearing of this cause on the merits the Court should see fit to order a reference to a master in chancery to take cognizance of the matters therein inquired of.

And the said defendants here deny all manner of unlawful combination and confederation with which they or either of them are by the said bill charged; they deny that there is any other matter, cause, or thing in said bill of complaint herein material or necessary to make answer unto and not herein well and sufficiently answered, confessed, traversed, avoided, or denied, all of which the defendants are willing to maintain and prove as this Court shall direct, and they humbly pray to be here dismissed with their reasonable costs and charges in this behalf most wrongfully sustained, and that final judgment be rendered against the claims in said bill of complaint set forth.

L. MILLANDON,
A. LESSEPS.

Appeared, Alexander Lesseps, who, being sworn, says that all the statements, charges, and allegations in the foregoing answer, so far as made of his own knowledge, are true, and so far made on information derived from others he believes to be true.

A. LESSEPS.

Sworn to and subscribed before me this 8th February, 1854.

L. MILLANDON.

Sworn and subscribed by L. Millandon this 11th February, 1854.

J. W. GURLEY,
Clerk.

Exhibit A, filed with foregoing answer of Defendants, Feb. 4, 1854.

Sale of Slaves by Nicolet, syndic, to L. Millandon, 22d March, 1834.

United States of America, State of Louisiana, City of New Orleans.

Be it remembered, that on this twenty-second day of March, eighteen hundred and thirty-four, in the fifty-eighth year of the American Independence,

Before me, Gustave Le Gardeur, notary public, in and for this City and Parish of Orleans, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned,

Personally came and appeared Mr. Theodore Nicolet, residing in

this city, and herein acting in the name and as syndic of the creditors of John Joseph Coiron, of the Parish of Plaquemines, agreeably to the deliberations of two different meetings of said creditors, held in the undersigned notary's office, the one on the twenty-sixth day of August, eighteen hundred and thirty-three, and the other on the twenty-eighth day of January last past, and by virtue of and in obedience to an order issued by the Honorable the first Judicial District Court of this State, on the thirty-first day of January last past, homologating the deliberations of the meeting last mentioned, and ordering the sale of all the property surrendered by said Coiron to his creditors, in and after the manner fixed upon by said meeting, as the whole more fully appears from the proceedings held in this matter before the said Honorable District Court, and specially from the aforesaid order of said Court, whereof a duly certified copy is hereunto annexed for reference. Which said appearer did declare and say,

That by virtue of and in obedience to the aforementioned order of Court, and after the publications required by law, he caused to be offered at public sale, on the sixth day of March instant, through the ministry of Jean Baptiste Blache, of this city, auctioneer, and at Hewlett's coffee-house in this city, all and singular the property surrendered by John Joseph Coiron to his creditors, at and under the following terms and conditions, to wit:

1. The plantation, with the tools and implements of husbandry, payable at a credit of one, two, and three years, for approved indorsed notes, secured by mortgage until final payment, and bearing interest at the rate of six per cent. per annum, said interest to be calculated and included in the face of the notes.

2. Thirty-six slaves, to wit: Sam, Joe Wallace, Samuel Dick, James Affa, Levy, John Hostler, Tacony, John Affa, Henry, Joe, Arden, Sandy, Saunders, Fed, Jacob, Harry, Edmund, Ismael, Daniel, James Court, John, Jack, Washington, Walker, Moses, Little Peter, Thema, Sally, Dora, Celina, Amy, Dinah, Rachel, Rinah Affa, Francis and Sabius; sold one by one, and payable, viz.: one half on the first of March, eighteen hundred and thirty-five, and one half on the first of March, eighteen hundred and thirty-six, for approved and indorsed notes, secured by special mortgage until final payment, and bearing interest, at the rate of six per cent. per annum, said interest to be calculated and included in the face of said notes.

3. And lastly, forty-six slaves, to wit: Peter, Smart, Natt, Paul, July, Simon, George, Caffee, Parrot, Esther, Little John, Richard, Paris, Peggy, Milly, Raphael, Marceline, Priscilla, Sophie, Harriet, Charlotte, Mary Ann, Bess or Betts, Baptiste, Hilaire, Rose, Becca, Old Elsey, Jessey, Young Elsey, Bob, Mary, Little Levy, Clarenda, Judith, Old Rachel, Kitty, Lisa, Jenny, Old Lucy, William Jackson, Edwin, Scipio, Adams, Caffa and Frank, sold in

block and payable eighteen hundred dollars cash, six hundred dollars on the eighth of August next, and the balance on the eighth of February, eighteen hundred and thirty-five, for approved indorsed notes, secured by special mortgage until final payment; and that at said public sale, Mr. Laurent Millandon, of this city, became the highest and last bidder, and consequently the lessee of the forty-six slaves, sold in block as aforesaid, at the price and under the conditions set forth in the process verbal of sale delivered by said auctioneer, and annexed to the aforesaid act of Alexander Lesseps.

Now, therefore, at the request of said Laurent Millandon, and in order to furnish him with an authentic title to the aforesaid forty-six slaves, the said Theodore Nicolet declares that he does by these presents, as syndic aforesaid, grant, bargain, sell, set over and convey from the day of said public sale and forever, with all and singular the legal warranties, and with the subrogation to all the rights and actions of warranty of said J. J. Coiron against all foregoing proprietors:

Unto Mr. Laurent Millandon, of this city, here present and accepting, purchaser for himself, his heirs and assigns:

1. Forty-six slaves, to wit. 1. Peter, a negro man, aged about thirty-three years, driver, carpenter, ploughman, faithful subject.

2. Smart, aged about twenty-four years, good engineer, blacksmith and field hand.

3. Natt, aged about thirty-three years, good field hand, understanding well furrowing.

4. Paul, aged about nineteen years, field hand, ploughman and ox-driver.

5. July, aged about nineteen years, field hand, ploughman and ox-driver.

6. Simon, aged about sixteen years, field hand, ploughman and ox-driver.

7. George Caffee, aged about nineteen years, field hand, ploughman and ox-driver.

8. Parrot, alias Pierrot, aged about forty-six years, field hand, ploughman and ox-driver.

9. Esther, a negro woman aged thirty-six years, field hand, good cook, baker. 10. Little John, aged eight years. 11. Richard, aged six years. 12. Paris, aged three years. 13. Peggy, aged one year; these four last named being Esther's children.

14. Milly, a negro woman, aged about twenty-three years, field hand, cook and house servant.

15. Raphael, aged three years. 16. Marcelin, aged two years; these two latter children of Milly.

17. Prescilla, a negro woman aged forty-one years, a field hand. 18. Sophie, aged seven years. 19. Harriet, alias Henriette, aged four years; these two latter children of Prescilla.

20. Charlotte, a negro woman aged about twenty-one years, a field hand. 21. Mary Ann, child of Charlotte, aged four years.

22. Bess or Bets, a negro woman aged about twenty-one years, a field hand. 23. Baptiste, aged eighteen months. 24. Hilaire, aged two months; these two latter children of Bets.

25. Rose, a negro woman, aged about twenty-one years, a field hand. 26. Becca, Rose's child, aged four years.

27. Old Elsey, a negro woman aged about forty-one years, field hand. 28. Jessay, Old Elsey's child, a mulatto aged about six years.

29. Young Elsey, a negro woman, aged about nineteen years, field hand. 30. Bob, Young Elsey's child, aged four months.

31. Mary, a negro woman, aged forty-one years a field hand. 32. Little Levy, Mary's child, aged nine years.

33. Clarenda, a negro woman, aged about forty-one years, field hand and cook for the field hands.

34. Judith, a negro woman, aged about twenty-one years, field hand.

35. Old Rachel, a negro woman, aged about sixty-one years, field hand.

36. Kitty, a negro woman, aged about sixteen years, a field hand.

37. Lisa, a negro woman, aged about sixteen years, a field hand.

38. Jenny, a negro woman, aged about twelve years, field hand and children's nurse.

39. Old Lucy, a negro woman, aged about sixty-one years, infirm.

40. William, a boy aged about fifteen years, good cart driver and coachman, having a scar on the left hand.

41. Jackson, a negro boy, aged fifteen years, cart driver.

42. Edwin, a negro boy, aged fifteen years.

43. Scipio, a negro boy, aged fifteen years, cart driver.

44. Adams, a negro boy, aged about thirteen years, cart driver.

45. Caffa, a negro boy, aged about fifteen years, a field hand.

46. And lastly. Frank, a negro boy, aged about thirteen years, having a rupture; the aforenamed forty-six slaves, belonged to said J. J. Coiron, by means of the purchase he made thereof from Thomas Goulding, trustee of Peter Vanburg Livingston and Harriet E. Livingston, his wife, her act executed on the eighth of February, eighteen hundred and twenty-five, recorded by A. B. Fannin, clerk of the County Court of Chatam County, on the twelfth of March, eighteen hundred and twenty-five, and annexed to an act passed before Mare Lafitte, then a Notary Public in this City, on the 7th June, 1825.

To have and to hold the said forty-six slaves unto the said Laurent Millandon, his heirs and assigns, for their own proper use, and behoof forever: This present sale is made pursuant to the public one above recited, for the price and total sum of fifteen thousand dollars, payable on the following terms to wit: Eighteen hundred dollars cash, six hundred dollars on the eighth day of August, eighteen hundred and thirty-four, and twelve thousand six hundred dollars, on the eighth day of February, eighteen hundred and thirty-five, for approved indorsed notes, secured by special mortgage until final

payment; and in compliance with said conditions, the purchaser has presently, and at the sight of the notary and witnesses undersigned, paid cash, in current money of the United States, the sum of eighteen hundred dollars to the said Syndic, who acknowledges the same. And for the balance, the said purchaser has presently subscribed to the order of Mr. Alexander Lesseps, who indorsed the same, two promissory notes, the one amounting to the sum of six hundred dollars, dated from the day of said public sale, and payable on the eighth day of August, eighteen hundred and thirty-four, and the other, amounting to twelve thousand six hundred dollars, also dated from the day of said public sale, and payable on the eighth day of February, eighteen hundred and thirty-five, and made both payable at the Louisiana State Bank in this City.

Which notes, after being signed ne varietur, by me, notary, in conformity with these presents, have been delivered up to said Syndic, who acknowledges the receipt thereof; and to secure the faithful payment of said notes at maturity, the slaves presently sold, remain bound, mortgaged, and hypothecated, in favor of all or any holders of said notes.

From the certificate of the Recorder of Mortgages, in and for the Parish of Plaquemines, wherein is situated the plantation on which were employed the slaves, object of the present sale, bearing even date herewith, and annexed for reference to the above-recited act of sale to Mr. Alexander Lesseps, it appears that the slaves presently sold are free from all mortgages.

Thus done and passed, at the City of New Orleans, in my office, the day, month, and year first before written, in presence of Messrs. Christoval M. de Armas and Stephen Le Gardeur, competent witnesses, who have set their hands with the parties and me notary, after reading the whole. Signed: L. Millandon, Theodore Nicolet, syndic des creanciers de J. J. Coiron, S. Le Gardeur, Christoval M. de Armas, Gustave Le Gardeur, Notary Public. Pour copie conforme à l'original resté déposé en mon etude pour recour cart arieur, ce venovi approuvé.

[SEAL.] GUSTAVE LE GARDEUR,
Notary Public.

Exhibit B.

Filed with answer of Lesseps & Millandon, 4th February, 1854.

Sale of plantation, slaves, &c., by Nicolet, Syndic to A. Lesseps.

(Translated from the French.)

On this twenty-second day of March, eighteen hundred and thirty-four, the fifty-eighth year of the Independence of the United States of America,

Before me, Gustave Le Gardeur, a Notary Public, in and for the

City of New Orleans, and Parish of Orleans, State of Louisiana, in presence of the witnesses hereinafter named and undersigned,

Personally came and appeared, Mr. Theodore Nicolet, residing in said City, and acting in the premises, in the name and on behalf, and as syndic of the creditors of Jean Joseph Coiron, of the Parish of Plaquemines, and in virtue of the duly homologated deliberations of two meetings of said creditors, held in the office of the undersigned notary, the first, on the twenty-sixth of August, eighteen hundred and thirty-three; and the second, on the twenty-eighth of January, last past; and also, in pursuance of an order rendered by the Honorable the District Court, in and for the First Judicial of the aforesaid State, dated the thirty-first day of January last past, homologating the deliberations of the second meeting of the creditors as aforesaid, and ordering the sale of the whole property abandoned by said Coiron, to his creditors, *to his creditors*, and in the manner determined by said meeting of creditors. The whole of which will more fully appear from the proceedings in this case, before said District Court, and particularly from the aforesaid order of said Court, a duly certified copy of which is hereto annexed to these presents for reference.

And the said appearer declared, that in pursuance of the said order of said Court, and after the notices required by law, he caused to be offered at public sale, at the coffee-house of the New Exchange, in said city, on the sixth day of the present month, by Jean Baptiste Blache, an auctioneer, duly commissioned in and for said City and Parish of Orleans, the property surrendered to his creditors, by said Jean Joseph Coiron, in the manner and for the price, terms and conditions hereinafter mentioned, to wit:

1. The plantation and the appurtenances thereunto belonging, payable on a credit of one, two, and three years, for notes satisfactorily indorsed, secured by mortgage until final payment, and bearing interest at the rate of six per cent. per annum; said interest to be included in the body of said notes.

2. Thirty-six slaves, to wit:

Sam, Joe, Wallace, Samuel Dick, James Affa, Levy, John Hostler, Tacony, John Affa, Tonny, Joe Arden, Sandy, Saunders, Fed, Jacob, Harry, Edward, Ismael, Daniel, James Court, John Jack, Washington, Walker, Moses, Little Peter, Thema, Sally, Dora, Celina, Amy, Dinah, Rachel, Rinah, Affa, Francis and Sabius; separately, and payable one half on the first of March, eighteen hundred and thirty-five, for notes satisfactorily indorsed, secured by special mortgage until final payment, and bearing interest at the rate of six per cent. interest per annum; said interest to be included in the body of said notes.

3. Forty-six slaves, to wit:

Peter, Smart, Nat, Paul, July, Simon, George Coffee, Parrot Esther, Little John, Richard, Paris, Peggy, Milly, Raphael, Marce-

line, Prescilia, Sophie, Harriet, Charlotte, Mary Ann, Bess or Bets, Baptiste, Hilaire, Rose, Bob, Mary Little, Levy, Clarinda, Judith, Old Rachel, Kitty, Liza, Jenny, Old Lucy, William Jackson, Edwin, Scipio, Adams, Caffa, and Frank, sold together; that is, one lot, and payable eighteen hundred dollars cash, six hundred dollars on the eighth of Augus tnext, and the balance on the eighth of February, 1835, for indorsed notes secured by mortgage.

4. And finally, the horses, cattle, furniture, &c., payable for any sum exceeding one hundred dollars, on a credit of six months, for notes satisfactorily indorsed.

And Mr. Alexander Lesseps of said parish, being the last and highest bidder at said public sale, became the purchaser of said plantation of thirty-one slaves, from among such as were sold separately, and of divers movables and pieces of furniture, all which at the price, terms, and condition, stipulated on the bill or process-verbal of adjudication, delivered by the said auctioneer as aforesaid, and hereunto annexed for reference.

Wherefore at the request of the said Lesseps, and for the purpose of granting him an authentic title of ownership to the plantation, slaves and movable effects, adjudicated to him as aforesaid,—said Theodore Nicolet, do by these presents declare, in his said capacity of syndic, having sold, ceded, and transferred from the date of said public sale and forever—with all legal warranties and substitution and subrogation, to all the rights and actions of warranty possessed by said John Joseph Coiron, against all proceedings, vendors and proprietors,—

Unto the said Alexander Lesseps present and accepting, purchaser for himself, his heirs and assigns.

First.

I. A Sugar Plantation, known by the name of "Monsecours," situated in the parish of Plaquemines in this State, and in that portion of said parish called "La Pointe du Portage," on the left bank of the Mississippi River, about ten leagues below the said City of New Orleans, measuring thirty-nine arpents and twenty-five toises front to said river, by forty arpents in depth; and if any more there be, both in front and depth, but with no warranty whatever of there being any excess,—and bounded on the lower line by the St. Sophie plantation, belonging to the heirs of D'Aquin, and on the upper line, by the land of Eugene Macarty,—together with all the buildings, appurtenances, dependencies, improvements, rights and privileges unto said plantation belonging—with no exception, nor reservation whatsoever,—all which premises are well known to said purchaser, who is satisfied herewith and requires no further description thereof.

Second.

II. Thirty-one slaves, to wit:

1st. Sam, a negro aged about twenty-seven years, good carpenter, caulker, sugar maker, and wheelwright.

2d. Joe Wallace, a negro aged about twenty-seven years, good cooper, carpenter, sugar maker, and faithful servant.

3d. Samuel, a negro aged about twenty-six years, shoemaker, hostler and coach driver.

4th. Dick, Samuel's brother, a negro aged about twenty-one years, plow-boy and field hand, and not exhibited at said public sale, by reason of sickness.

5th. James Affa, a negro aged about forty-six years, good sugar maker.

6th. Tawny, a negro about thirty-one years old, understanding some little about engineering, a house servant and cook.

7th. John Affa, a negro aged about nineteen years, field hand, plow-boy, good coach driver, and understanding cooperage a little.

8th. Tonny, a negro aged about eighteen years, field hand, plow-boy and cart driver.

9th. Joe Arden, a negro aged about nineteen, field hand, plow-boy, and cart driver.

10th. Sandy, a negro aged about eighteen, field hand, plow-boy, and cart driver.

11th. Sanders, a negro aged about nineteen, field hand, plow-boy, and cart driver.

12th. Fed, a negro boy aged about twenty-six years, field hand, plow-boy, and cart driver.

13th. Jacob, a negro aged about twenty-seven years, field hand, plow-boy, and cart driver.

14th. Harry, a negro aged about forty-one years, field hand, plow-boy, good coach driver, and faithful servant.

15th. Edmund, a negro aged about nineteen years, field hand, faithful boy.

16th. Ismael, a negro aged about forty-six years, field hand.

17th. Daniel, a negro aged about twenty-one years, field hand.

18th. James Court, a negro aged about twenty-five years, field hand.

19th. John Jack, a negro aged about forty-six years, field hand.

20th. Moses, a negro boy aged thirteen years, good cart driver.

21st. Little Peter, negro boy aged twelve years, good cart driver.

22d. Thema, a negro woman aged about thirty-one years, good washerwoman, cook and baker.

23d. Dora, a negro woman aged about thirty-one years, field hand, washerwoman, cook, nurse and house servant.

24th. Celina, a negro girl aged about fifteen, good house servant.

25th. Amy, a negro woman aged about forty-one years, field hand.

26th. Dinah, a negro woman aged about forty-six years, field hand.

27th. Rachel, a negro girl aged about nineteen years, field hand.

28th. Rinah, a negro woman aged about forty-one years, field hand.

29th. Affa, a negro woman aged about thirty-six years, good nurse and hospital keeper, sempstress and mattress maker.

30th. Francis, mulatto boy aged about four years, also a child of Affa's.

Third.

And finally, the horses, cattle and movable effects, hereinafter specified and enumerated, to wit:

1st. Four American horses acclimated and in good order, named Tom, Bull, Light-foot, and Castor-oil.

2d. Four other horses, to wit: Ben, Delphin, Might, and Charley.

3d. Six pairs or yoke of oxen, in good order and trained.

4th. Six yoke or pairs and a half of oxen, trained, and a bull nearly trained.

5th. Four yoke or pairs oxen, well trained.

6th. Five milk-cows and six calves.

7th. Two boilers and four clarifiers with copper pipes.

8th. And about two thousand cypress laths, half of which are prepared for use.

Said Alexander Lesseps to have and to hold the same as aforesaid, and acknowledging due possession of said property unto him sold as aforesaid; and for him to enjoy and dispose of the same, as unto him lawfully belonging, by virtue of these presents, and of said adjudication made unto him at said auction as aforesaid.

The sugar plantation which is the object of these presents, forms part of the property surrendered by said John Joseph Coiron, he having purchased the same from François Ste. Marie Coiron, as per act dated the twenty-fourth day of May, eighteen hundred and twenty-nine, before Gilbert Leonard, Parish Judge and ex-officio notary public in and for the said Parish of Plaquemines.

And said François Ste. Marie Coiron was the owner thereof by purchase of the same in five several lots, as follows, to wit:

Lot First, measuring twelve arpents by forty in depth.

1st. A tract of land twelve arpents front, to the river, by forty arpents in depth; bounded on the lower side or line, by the "Saint Sophie" plantation herein previously mentioned, and purchased by said François Ste. Marie Coiron, per act dated first February, eighteen hundred and twenty-seven, by act before said Judge Leonard, from Madame Aimee Duvernay, curatrix of the succession of William Baily, her husband, who owned said tract of land, having purchased the same at the public sale of the property of the succession of Mrs. Felicite Duvernay, deceased, widow of François Duver-

nay, as appears by an act dated ninth July, eighteen hundred and twenty-four, passed before Eugene De Flechier, then Judge and ex-officio notary public, in and for said Parish of Plaquemines; said Mrs. Duvernay was the owner thereof by virtue of the adjudication made to her by Jean Marie Vinot, then Parish Judge of said Parish of Plaquemines, at the public sale of the property belonging to the succession of her said husband; which took place on the twenty-second July, eighteen hundred and twenty, as appears by the process verbal of adjudications recorded at the clerk's office of the Court of Probates of said Parish of Plaquemines, on the twenty-fourth of said month of July. Said Duvernay, deceased, as aforesaid, was the owner of said twelve arpents front by forty in depth (now referred to and under consideration), by purchase of one-third thereof, to wit: four arpents by forty in depth, according to an act dated February 6th, eighteen hundred and six, passed before Charles De Latour, then Parish Judge of said Parish of Plaquemines, from Jean Baptiste Wilson, who, himself, had acquired the same from François Goumoule, as per act before said Judge C. De Latour, dated the thirty-first of December, eighteen hundred and four; and the remaining two-thirds, to wit: eight arpents by forty in depth from Jean Baptiste Bagneris, per act under private signature, dated the twenty-second of July, seventeen hundred and ninety-one; of which said twelve arpents front by forty in depth, a plan was drawn by Bmy. Lafon, on the 11th of Decr., eighteen hundred and six, and recorded at the Land Office in this city, on the sixteenth of the same month and year.

Lot Second, measuring also as Lot First, twelve arpents by forty.

2d. A tract of land, twelve arpents in front by forty in depth, bounded above by the above described lot, purchased by said François Ste. Marie Coiron, from Messrs. Eugéne Macarty and Antoine Abat, curators of the succession of Edmond Méance, deceased, as per act dated the 16th of July, 1827, before Carlisle Pollock, notary public in said city, and said Méance was the owner thereof, by purchase, at different periods and from various vendors of the following lots, to wit: 1st. A lot four arpents by forty in depth, from Mr. Firmin Robin, as per act passed on the fourteenth February, eighteen hundred and twenty-two, before said Judge Vinot; said Robin being the owner of said four arpents by purchase from Charles Carrel, in eighteen hundred and thirteen or fourteen, as declared and acknowledged by said Carrel, and as per act executed on the seventh February, eighteen hundred and twenty-four, before Eugénie De Flechier, then Judge and notary for the said Parish of Plaquemines; and said Carrel was the owner thereof, having acquired the same, together with other lands, on the sixteenth February, eighteen hundred and five, as per act before Charles De Latour from Mr. Gentilly Dreux, who was the owner of the same by virtue of the grant made to him by the Spanish Government, on the seventeenth of December, seventeen hundred and eighty-eight.

2d. Three arpents front to the river, by forty in depth, from Mr. Antoine Sexnaydre, per act under private signature, dated the fifth of July, eighteen hundred and twenty-four, and recorded in the Clerk's Office of said Parish Court of Plaquemines, on the sixth of September of the same year.

3d. Two arpents front, by forty in depth, from Mr. Noel Frederick, per act under private signature, dated November ninth, eighteen hundred and twenty-one, and recorded in said Parish on the sixth of February, eighteen hundred and twenty-two.

4th. One arpent front, by the same depth as the preceding, from Mr. Ursin Sexnaydre, per act under private signature, dated the second of August, eighteen hundred and twenty-four, and recorded in said Parish, on the 6th of September, of the same year.

5th. And two arpents front by forty in depth, from Mr. Valerien Frederick, per act dated ninth July, eighteen hundred and seventeen, before Pedesclaux, Notary Public; said Ursin Sexnaydre being owner of said arpent front, sold by him to Meance, having acquired the same from Noel Frederick, per act dated first December, eighteen hundred and twenty-one, before said Judge and Notary Vinot; said Noel Frederick was owner of both said one arpent and of said two arpents by him sold to Mr. Meance, having acquired the same from Mr. Antoine Sexnaydre, per act of the twenty-first of December, eighteen hundred and twenty-one, passed before said Vinot.

Said Valerien Frederick had acquired the two arpents by him sold to Mr. Meance from said Antoine Sexnaydre, per act dated also the twenty-first December, eighteen hundred and twenty-one, executed before the same Judge.

And said Antoine Sexnaydre owned the arpents sold by him both to Mr. Meance and to Messrs. Noel and Valerien Frederick, measuring in the aggregate eight arpents, having purchased said two arpents at the public sale of the property belonging to the succession of Mrs. Marie Rose Forque, deceased, wife of Mr. Charles Frederick, and also belonging to the community which existed between the said spouses, and which took place on the fourth day of November, eighteen hundred and thirteen, by order of the Honorable Fayot, then Judge of the said Parish, as the whole appears from the proces verbal of adjudication recorded in said Parish, on the sixth of the same month of November. And said Charles Frederick, and his said wife, were owners of said eight arpents, by virtue, 1st. Of an act passed on the thirteenth of November, seventeen hundred nine, before Charles Ximenes, then a Notary Public, evidencing the renunciation of Mrs. Marie Jeanne Lafrance, widow of Jacques Billaud, to the aforesaid eight arpents; 2d. By virtue of an act under private signature, containing the renunciation of Mr. Jacques Lafrance, Charles Lafrance, and Matthieu Billaud, to all their rights on said eight arpents; 3d. By virtue of a certificate, signed by several planters residing in said parish, attesting the renunciation of said

Widow Jacques Billaud to said land; 4th. And finally, by virtue of a request or memorial, presented by said Frederick Noel to Mr. Charles Delatour, commanding officer in this section of the country, for the purpose of obtaining the grant of said eight arpents, said memorial being duly attested and certified by said commanding officer; all which said titles were recorded at the land office in this city, together with the plan of said eight arpents, drawn by Bmy. Lafon, at the request, for, and in the name of said Frederick, on the eleventh day of December, eighteen hundred and six.

Lot Third, measuring four arpents by forty.

3d. A tract of land, four arpents front to the river, by forty in depth, and adjoining the lot above described, purchased by said Francois Ste. Marie Coiron from Joseph Duvernay, by act dated sixteenth February, eighteen hundred and twenty-eight; said Joseph Duvernay was the owner thereof by purchase, as per act before said Judge Leonard, dated the seventh of July, eighteen hundred and twenty-seven, from Charles Carrel, who was the original owner thereof, and had acquired the same from Mr. Gentilly Dreux, as per act of the sixteenth of February, eighteen hundred and five, before said Judge Delatour; and said Dreux was the owner there by virtue of the grant to him by the Spanish Government, the sixteenth of December, eighteen hundred and eighty-eight.

Said Carrel, before selling the lot now referred to unto Mr. Joseph Duvernay, had, in the first place, sold it to Mr. Etienne Bernard Dufouchar De Gray, but said Carrel had repurchased it at the auction sale, made by the sheriff of the Parish of Plaquemines, on the fourth of October, eighteen hundred and twenty-four, by virtue of the order of seizure and sale obtained by the said Carrel; and subsequently said Carrel had sold said lot as aforesaid to Edward Meance, but had again become the owner thereof, the same having been retransferred to said Carrel by Eugene Macarty and Antoine Abat, curators and syndics of the creditors of said Meance, as per act dated May first, eighteen hundred and twenty-seven, executed before Carlisle Pollock, Notary in said city.

Lot Fourth, measuring nine arpents and twenty-five toises front, by forty arpents in depth.

4th. A tract of land, measuring nine arpents and twenty-five toises front to the river, by forty arpents in depth, adjoining the preceding lot, and acquired by said Francois Ste. Marie Coiron from John Morris, as per act passed on the twenty-third of April, eighteen hundred and twenty-nine, before said Judge Leonard.

Said Morris was the owner of said tract of land by purchase from Mr. Manuel Andry, as per act of October twelfth, eighteen

hundred and twenty-seven, before William Young Lewis, a Notary, in this said city.

Said Manuel Andry was owner thereof by purchase from Charles Carrel, per act passed before Felix De Armas, Notary, in said city, on the first of May, eighteen hundred and twenty-seven.

Said Carrel was the owner thereof by purchase from Mr. Gentilly Dreux, on the sixteenth of February, eighteen hundred and five, per act before said Judge De Latour.

And said Dreux was the owner thereof by virtue of the grant of the same to him by the Spanish Government, on the seventeenth of December, seventeen hundred and eighty-eight.

Lot Fifth and last, measuring two arpents by forty in depth.

5th. And finally, a tract of land two arpents in front to the river, by forty arpents in depth, adjoining lot fourth previously described, and purchased by said Francois Ste. Marie Coiron from Pierre Baihy, per act before said Judge Leonard, dated the twenty-third day of April, eighteen hundred and twenty-nine.

Said Baihy was the owner thereof by purchase from Charles Carrel, per act dated twenty-seventh May, eighteen hundred and fifteen, before Narcisse Broutin, then a notary in said city.

Said Carrel was the owner of the same by purchase thereof, together with other lands, from Mr. Gentilly Dreux, per act of sixteenth February, eighteen hundred and five, before said Judge De Latour.

And said Gentilly Dreux owned the same by virtue of the grant to him made by the Spanish government, as before stated, on the 17th day of December, 1788.

The tract of land of four arpents front, purchased by Edmond Meance from Firmin Robin; that of four arpents, purchased by Ste. Marie Coiron from J. Duvernay; that of nine arpents front by twenty-five toises, purchased by said Coiron from said Morris; and, finally, that of two arpents, purchased by the same party from Mr. Baihy—form in the aggregate the lot or tract of nineteen arpents twenty-five toises front, purchased by said Carrel from Gentilly Dreux, according to the before mentioned act of the 16th of February, 1805, and to the plan of survey drawn by Benjamin Lafon, deputy surveyor of Isaac Briggs, Surveyor-General of the Territories South of Tennessee, on the eleventh day of December, eighteen hundred and six; recorded at the land office in this said city, on the twenty-third day of the same month and year.

And the five lots or tracts of land herein before described form, in the aggregate, thirty-nine arpents twenty-five toises front to the river, by forty arpents in depth, and compose said plantation denominated "Mon Secours," as aforesaid, object of these presents.

And the said Coiron was the owner of the thirty-one slaves above sold and described, by purchase from various persons, in various

States of the Union, about five or six years ago; and since that period said slaves have been constantly employed on said plantation, as aforesaid, without said Coiron having experienced the least trouble or disturbance in the ownership and possession of said slaves,—and with this declaration from the vendor the purchaser is satisfied.

This present sale, in order to carry out the public sale previously referred to, is made and accepted for the following price hereinafter specified, to wit:

For the Plantation.

1st. For the plantation and the appurtenances of the same, seventeen thousand five hundred dollars, payable on a credit of one, two and three years, for promissory notes satisfactorily indorsed, secured by special mortgage until final payment, and bearing interest at the rate of six per cent. per annum; said interest to be included in the body of said notes.

Wherefore said purchaser has, in payment of said plantation, forthwith furnished and subscribed to the order of L. Millandon, who indorsed the same, five promissory notes, dated on the 6th of March instant, payable at the domicil of the State Bank of Louisiana, in said city, of the following description, to wit:

For the First Year.

One promissory note (including therein the sum of sixty dollars, amount of interest for one year at the rate agreed to as above), of the sum of one thousand and sixty dollars, payable one year after date, say $1,060 00

One note (including therein the sum of two hundred and ninety dollars, amount of interest for one year, at the rate agreed to as above) for the sum of five thousand one hundred and twenty-three dollars, thirty-three and one-third cents, ... 5,123 33⅓

For the Second Year.

One note (including the sum of one hundred and twenty dollars, amount of interest for two years, at the rate as agreed aforesaid) for the sum of eleven hundred and twenty dollars, and payable two years after date, ... 1,120 00

And one note (including therein the sum of five hundred and eighty dollars, amount of interest for two years, at the rate determined as aforesaid) for the sum of five thousand four hundred and thirteen dollars thirty-three and one-half cents, ... 5,413 33½

And for the Third Year.

One note (including therein the sum of one thou-

sand and fifty dollars, amount of interest for three years) for the sum of six thousand eight hundred and eighty-three dollars thirty-three and one-third cents, payable three years from date, ... $6,883 33⅓

Total price for the plantation, including therein the interest: Nineteen thousand six hundred dollars, . 19,600 00

And the five notes above described having been paraphed *Ne varietur* by me the undersigned notary, to identify the same with these presents, were handed over to the said syndic, who acknowledges receipt thereof.

And for the security of the payment of the said notes, the above described plantation and its appurtenances thereof, are specially hypothecated by privilege and preference, in favor of any bearer or bearers of said notes.

For the Slaves.

2d. For the slaves: twenty-two thousand six hundred and forty dollars as hereinafter specified, to wit:

For Sam, one thousand and sixty dollars,	$1,060 00
" Joe Wallace twelve hundred dollars,	1,200 00
" Samuel, eleven hundred dollars, .	1,100 00
" Dick, six hundred and twenty dolls.	620 00
" James Affa, five hundred and seventy-five dollars, ...	575 00
" Tawney, seven hundred dollars, .	700 00
" Joe Arden, twelve hundred and twenty-five dollars, . . .	1,225 00
" Sandy, nine hundred and twenty-five dollars, ...	925 00
" Saunders, eight hundred an fifty dollars, ...	850 00
" Fed, nine hundred and seventy-five dollars, ...	975 00
" Jacob, one thousand and twenty-five dollars, ...	1,025 00
" Harry, four hundred and fifty dolls.	450 00
" Edmund, one thousand dollars, .	1,000 00
" Ismael, four hundred and twenty-five dollars, ...	425 00
" Daniel, one thousand dollars, .	1,000 00
" James Court, nine hundred dollars,	900 00
" John Jack, two hundred and twenty-five dollars, ...	225 00
" Moses, seven hundred dollars, .	700 00

For Little Peter, five hundred and thirty dollars, ...	$530 00	
" Thema, seven hundred and twenty-five dollars, ...	725 00	
" Dora, five hundred and ninety dolls.	590 00	
" Selina, six hundred dollars, . .	600 00	
" Amy, three hundred and eighty doll.	380 00	
" Dinah, five hundred dollars, . .	500 00	
" Rachel, nine hundred and fifty dolls.	950 00	
" Rinah, five hundred dollars, . .	500 00	
and for Affa and her two children, nine hundred dollars, ...	900 00	
Together, twenty-two thousand six hundred and forty dollars, ...		$22,640 00

Payable: one-half on the first of March, 1835, and the other half on the first of March, 1836, for notes satisfactorily indorsed, secured by mortgage, and bearing interest at the rate of six per cent. per annum, said interest to be included in the body of said notes.

Wherefore, at the request of said syndic, the said purchaser forthwith furnished, in payment of said slaves, his four promissory notes, subscribed by himself to the order of said Millandon and by him indorsed, dated on the sixth March, instant, the first for the sum of five thousand nine hundred and ninety-four dollars and thirty cents, including therein the interest agreed upon as aforesaid, and payable at the domicil of the State Bank of Louisiana, on the 1st of March, 1835, say, ... $5,994 30

The second, for the sum of six thousand four dollars and ninety cents, including also the interest therein, and payable at the same domicil and on the same date as the first, ... 6,004 90

The third, for the sum of six thousand six hundred and thirty-three dollars and sixty cents, including therein the interest, and payable at the domicil of the State Bank of Louisiana, on the first of March, 1836, ... 6,633 60

And the fourth, for the sum of six thousand three hundred and forty-four

dollars and eighty cents, payable at the same domicil and on the same date as the third, ... $6,344 80

Total price of the slaves, including therein the interest, say twenty-four thousand six hundred and seventy-seven dollars and sixty cents, ... $24,677 60

And the before described four notes, having been paraphed *Ne varietur*, by the undersigned notary, to identify them with these presents, were handed over to said syndic, who acknowledges the same.

And to secure the payment thereof, the slaves, object of these presents, are specially hypothecated by privilege and preference in favor of any bearer or bearers of said notes.

For the Movables, Effects, Cattle, &c.

3d. And for the movables, effects, and cattle, thirty, described and sold by these presents: One thousand three hundred and eighty-five dollars, payable on a credit of six months, for notes satisfactorily indorsed.

Wherefore said purchaser subscribed his note to the order of Mr. Millandon, who indorsed the same, for the sum of one thousand three hundred and eighty-five dollars, dated sixth March, instant, and payable six months from date, . 1,385 00

Which said note was also handed to said syndic, who acknowledges the delivery thereof.

The total price for the present sale, amounting to the sum of forty-five thousand six hundred and sixty-two dollars and sixty cents, say $45,662 60

By means of what precedes, and provided the aforesaid promissory notes furnished as aforesaid be paid by said purchaser, said Theodore Nicolet, in his said capacity, does by these presents, transfer to and subrogate said purchaser, his heirs and assigns, to all the rights of ownership, warranty or other rights, which said Jean Joseph Coiron had, and which his creditors have or may have in and to the

property, the object of these presents, in order that said purchaser may enjoy, and dispose of the same, in full ownership.

According to the certificate of the Parish Judge, ex-officio recorder of mortgages, in and for said Parish of Plaquemines, dated this day, and hereunto annexed—it appears that the property, object of those presents, is free of all mortgages.

Thus done and passed in my office, in the presence of Messrs. Amidée Ducatel and Stephen Le Gardeur, both competent witness, who have signed with the parties, and me, Notary, after reading of the premises.

(Signed) A. Lesseps, Theodore Nicolet, syndic of the creditors of J. J. Coiron, Amidée Ducatel, S. Le Gardeur, Gustave Le Gardeur, Notary Public.

A true copy of the original, deposited in my office for reference. New Orleans, April eighth, eighteen hundred and thirty-seven.

GUSTAVE LE GARDEUR,
Notary Public.

[SEAL.]

Replication, filed 17th May, 1854.

United States Circuit Court, for the Fifth Circuit and Eastern. District of Louisiana.

PIERRE F. COIRON et al.
v.
ALEXANDER LESSEPS et al.

The replication of Pierre F. Coiron and Maria Josephine L. Coiron, who is a minor and who sues by her next friend Pierre Felix Coiron, to the answers, filed by the defendants in the above entitled cause. These repliants, saving and reserving to themselves now and at all times hereafter, all and all manner of benefit and advantage of exception, which may be had or taken to the manifold insufficient in the joint and several answers of the several defendants herein; for replication thereunto say, that they will aver, maintain and prove their bill of complaint to be true, certain and sufficient in the law, to be answered unto, and that the said answer of said defendants is uncertain, untrue and insufficient to be replied unto by these repliants; without this, that any other matter or thing whatsoever in said answer contained, material or effectual in the law to be replied unto and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are and will ever be ready to aver, maintain and prove, as this Honorable Court shall direct; and humbly prays as in and by their said bill they have already prayed, &c.

R. HUNT,
H. D. OGDEN,
Solicitors for Repliants.

Stipulation of Counsel.

Filed on trial 5th April, 1855.

U. S. Circuit Court.

PIERRE F. COIRON et al.
v.
ALEXANDER LESSEPS et al. } No. 2091.

It is hereby stipulated that Laurent Millandon make himself a party defendant herein as syndic of the creditors of Auguste Lesseps, and that the answer now presented in Court in behalf of said syndic be filed, and that the same be considered as replied to, in the same manner and in the same terms as the other answers have been replied to by complainants.

H. D. OGDEN,
Complainants' Solicitor.
BENJAMIN, BRADFORD & FINNEY,
For Syndic.

Answer of L. Millandon, Syndic, &c.

Filed by consent 5th April, 1855.

U. S. Circuit Court.

PIERRE F. COIRON et al.
v.
ALEXANDER LESSEPS et al. } No. 2091.

In Chancery.—Now comes into Court Laurent Millandon, of New Orleans, and gives the Court respectfully to be informed, that Auguste Lesseps, of the Parish of Plaquemine, of this State, did, on or about the 14th day of April, 1849, become the purchaser from Alexander Lesseps of one undivided third interest of the plantation and slaves, described in the bill of complaint, exhibited therein, and afterwards, to wit: on the fifteenth day of March, 1852, the said Auguste Lesseps became insolvent, and made a cession of his property for the benefit of his creditors, which cession was accepted by the Court, before which the cession was made, and that by the proceedings had before said Court, and under its order the said Laurant Millandon was duly appointed syndic of the creditors of said Auguste Lesseps, and as such is now the owner of the one-third of said plantation and slaves in trust for the benefit of the creditors of said Lesseps, and that as such syndic it is the right and duty of said Millandon to make himself a party defendant herein, and sustain the right and title of said Auguste Lesseps and of his creditors in and to the said one undivided third part of said plantation and slaves. Now, therefore, the said Laurant Millandon, syndic as aforesaid, humbly prays, that he may be allowed to make himself party defendant herein, and as such the said syndic now joins in the pleas, and

answers heretofore filed by his co-defendants herein, and prays that the same may be considered and come to his benefit in the same manner and to the same extent, as if the same were repeated at length in this answer. And the said Laurant Millandon, syndic, further answers and pleads in defence to the bill of complaint herein, that the one undivided third part of said plantation and slaves was purchased by said Auguste in good faith, for valuable consideration, and in entire ignorance of the existence of the claims, set forth in the bill of complaint herein, and that in equity the grounds and allegations, set forth in said bill of complaint, are not sufficient to defeat the title, so acquired as aforesaid. Wherefore the said Laurant Millandon, syndic, prays that the claim of said complainant against the one undivided third of said plantation and slaves, held by said syndic under said cession from said Auguste Lesseps be dismissed, and the said complainants be directed to pay the costs in this defence, sustained by said syndic.

BENJAMIN, BRADFORD & FINNEY,
Solicitors for Millandon, Syndic.

Trial and continuance.

Minutes: November Term, 1854.

New Orleans, Thursday, 5th April, 1855.

Court met pursuant to adjournment. Present: Honorable T. H. McCaleb, District Judge. Absent: Hon. J. A. Campbell, Presiding Judge.

Pierre F. Coiron et als.
v.
Alexander Lesseps et al. } 2091.

This cause having been assigned for trial for this day, was called up. Whereupon, the pleadings were read to the Court, and a portion of the evidence offered and filed by the parties, and thereupon by consent of counsel, the further trial of the cause was continued until Monday next, at 10 o'clock A. M.

Trial and continuance.

Minutes: November Term, 1854.

New Orleans, Monday, 9th April, 1855.

Court met pursuant to adjournment. Present: Hon. Theo. H. McCaleb, District Judge. Absent: Hon. J. A. Campbell, Presiding Judge.

PIERRE F. COIRON et als.
v.
ALEX. LESSEPS et als. } 2091.

This cause having been continued to this day, was resumed and proceeded with, and both complainants and defendants having closed their evidence, the cause was argued by H. D. Ogden, Esq., for complainants, and by Legardeur, Esq., for the defendants, and thereupon continued until to-morrow, at 10 o'clock A. M.

Trial and continuance.

Minutes: November Term, 1854.

NEW ORLEANS, Tuesday, 10th April, A. D. 1855.

Court met pursuant to adjournment. Present: Hon. Theo. H. McCaleb, District Judge. Absent: Hon. J. A. Campbell, Presiding Judge.

PIERRE F. COIRON et als.
v.
ALEXANDER LESSEPS et als. } 2091.

This cause was resumed, and argued by J. P. Benjamin, Esq., for defendants, and was thereupon continued until to-morrow, at 10 o'clock A. M. Ordered, that the Court be adjourned until to-morrow at 10 o'clock A. M.

The cause submitted.

Minutes: November Term, 1854.

NEW ORLEANS, Wednesday, 11th April, 1855.

Court met pursuant to adjournment. Present: Honorable T. H. McCaleb, District Judge. Absent: Hon. J. A. Campbell, Presiding Judge.

P. F. COIRON et als.
v.
ALEX. LESSEPS et als. } 2091.

This cause was resumed, and argued by Randall Hunt, Esq., for complainants, and was thereupon submitted to the Court, and taken under advisement.

(Six lines erased. Approved.)
J. W. GURLEY,
Clerk.

Answer of Emily and Louis Joseph Coiron.

Filed 11th April, 1855.

In the Honorable the United States Circuit Court.

COIRON,
v.
LESSEPS & MILLANDON et al.

Emily Coiron and Louis Joseph Coiron, now come into Court, and for answer to complainants' bill, acknowledge that they are heirs of the said J. J. Coiron, deceased, and that they are deterred from maintaining the suit by fear of costs. They insist upon the wrong and injustice they have suffered in common with the complainants, as set forth in the bill of complaints, and waive none of their claims. They are further willing to co-operate in the redemption of the property upon such terms and conditions as equity may require, and submit themselves to the judgment of this Honorable Court.

MARIE EMILIE COIRON,
L. J. COIRON.

J. E. DILLAN,
Defendants' Solicitor.

We consent that the above answer be filed without affidavit.

BENJAMIN, BRADFORD & FENNEY,
Solicitors for Defendants, Lesseps & Millandon.

Answer of Mrs. Genevieve Coiron, widow of J. J. Coiron.

Filed 11th April, 1855.

COIRON,
v.
LESSEPS & MILLANDON et al.

Mrs. Genevieve Coiron, widow of the late J. J. Coiron, now come into Court, and for answer to the complainants' bill, says, that she has and does renounce all her rights of community in and to the lands, slaves, and other property in favor of the succession and claims, only as a creditor against the same. She admits and avers that she is the owner and holder of claims amounting in all to the sum of fifty-five thousand one hundred and forty-five dollars, and specified in the bill of complaint, being the transferree of the claims of L. Bernard, Dubue and Gouty, Claude Letory, C. Janin, M. Jamber, D. Latourie, G. Leonard, Dr. Thomas D. Bruny, T. C. Thompson, F. S. M. Coiron, J. G. Aronza, and being the holder of the notes of F. S. M. Coiron, and assignee of the claims of D'Aquin and Stones. She

further represents, that she will submit to the judgment of the Court, as in duty bound.

V. ZELIME COIRON.

J. E. DILLON,
Defendants' Solicitor.

We consent that the above answer be filed without affidavit.

BENJAMIN, BRADFORD & FENNEY,
Solicitors for Defendants, Lesseps & Millandon.

(Six lines erased. Approved.)
J. W. GURLEY,
Clerk.

COMPLAINANTS' EVIDENCE.

No. 1. *Certificate of Heirship.*

I do hereby certify that I am acquainted with Madam Widow Zeline Coiron, and also with her family, ever since the month of January, 1812. And I do further certify, that on the seventeenth of January, 1825, she gave birth to her son, Pierre Felix, and, a few years thereafter, to her daughter, named Marie Josephine Zeline, all of which I would affirm if I were under oath.

WM. MILTENBERGER,
NELIE HOPKINS,
ELISIA POLLOCKE.

NEW ORLEANS, 29th March, 1855.

COMPLAINANTS' EVIDENCE.

No. 2. *Mortuary Proceedings in Succession of J. J. Coiron.*

Note.

The defendants object to this transcript, on the ground that it is incomplete. (Complainants stipulate to supply the missing documents.)

J. W. GURLEY,
Clerk.

A transcript of all the proceedings in the succession of John Joseph Coiron, deceased, of this parish, with the exception of the petition of Widow Coiron, praying to be confirmed natural tutrix, and for inventory.

Inventory.

Inventory.—Be it known that on this twentieth day of February, in the year of our Lord one thousand eight hundred and thirty-four,

and of the Independence of the United States of America the fifty-eighth year, in pursuance of an order of the Court of Probate, in and for the Parish of Plaquemines, dated the fifth instant, issued upon the petition of Mistress Zelima Ganthier, widow of John Joseph Coiron, praying for an inventory of the property left by the said deceased John Joseph Coiron, both that surrendered to his creditors and the personal furniture and apparel that he may have had, to be found in the parish where said deceased last resided.

I, Gilbert Leonard, Parish Judge, ex-officio Judge of said Court of Probates, in and for the Parish of Plaquemines, State of Louisiana, did repair, accompanied by and in the presence of the witnesses hereinafter named and undersigned, at the late residence of said deceased, about thirty-three miles below the City of New Orleans, in this parish, on the left bank of the River Mississippi. Where, having arrived, we found Mistress Zelima Ganthier, widow of John Joseph Coiron, natural tutrix of the minors, Louis Joseph Coiron, Emelie, Pierre Felix, Marie Josephine Coiron, and Francois St. Marie Coiron, under tutor of said minors, Messrs. Bartholemy Favre and Pierre Baylis, planters, residing in this parish, duly appointed by said Court, and sworn by me, the said Judge, to value said property to the best of their knowledge and understanding, and Mr. Felix Gaveau, of this parish, who has at present the superintendence of said property, who promised to represent the same faithfully.

Whereupon we proceeded the Inventory, and appraise said property as follows, to wit: a sugar plantation, situated in this parish, on the left bank of the River Mississippi, at about thirty-three miles below the City of New Orleans, measuring forty arpents more or less, fronting said river, by forty arpents in depth, bounded above by land of Bartholemy Favre and Eulalie Mandeville, formerly Antoine Abat, and below by that of Thomas D. Aquin, with all the buildings and improvements thereon, appraised forty-five thousand dollars ($45,000).

Slaves.

Peter, appraised one thousand dollars, 36 years, . .	$1000 00
Joe Wallace, appraised twelve hundred dollars, 30 years,	1200 00
Sam, 25 years, appraised twelve hundred dollars, . .	1200 00
Smart, 25 years, appraised twelve hundred dollars, .	1200 00
Samuel, 30 years, appraised twelve hundred dollars, .	1200 00
Dick, 28 years, appraised nine hundred dollars, . .	900 00
Sawney, 35 years, appraised nine hundred dollars, . .	900 00
Fed, 35 years, appraised nine hundred dollars, . .	900 00
John Affa, 19 years, appraised nine hundred dollars, .	900 00
Tom, 18 years, appraised eight hundred dollars, . .	800 00
Ismael, 40 years, appraised six hundred dollars, . .	600 00
James Court, 35 years, appraised seven hundred dollars,	700 00

Harry, 45 years, appraised six hundred dollars,	600 00
Natt, 36 years, appraised seven hundred dollars,	700 00
Saunders, 20 years, appraised eight hundred dollars,	800 00
Jocardin, 20 years, appraised eight hundred dollars,	800 00
John Hostler, 25 years, appraised seven hundred dollars,	700 00
Daniel, 28 years, appraised eight hundred dollars,	800 00
James Affa, 45 years, appraised eight hundred dollars,	800 00
Paul, 20 years, appraised eight hundred dollars,	800 00
Jacob, 30 years, appraised eight hundred dollars,	800 00
Pierrot, 45 years, appraised five hundred dollars,	500 00
John Jack, 50 years, appraised four hundred and fifty dols.,	450 00
July, 19 years, appraised eight hundred dollars,	800 00
George Caffa, 19 years, appraised seven hundred dollars,	700 00
Edmond, 25 years, appraised eight hundred dollars,	800 00
Levy, 24 years, appraised nine hundred dollars,	900 00
Simon, 20 years, appraised eight hundred dollars,	800 00
Sandy, 15 years, appraised seven hundred dollars,	700 00
Robertson, 18 years, appraised seven hundred dollars,	700 00
Jackson, 15 years, appraised seven hundred dollars,	700 00
William, 16 years, appraised six hundred dollars,	600 00
Cuffe, 15 years, appraised four hundred dollars,	400 00
Edwin, 13 years, appraised five hundred dollars,	500 00
Scipio, 13 years, appraised four hundred and fifty dollars,	450 00
Adams, 12 years, appraised five hundred dollars,	500 00
Little Peter, 12 years, appraised five hundred dollars,	500 00
Charles, 12 years, appraised five hundred dollars,	500 00
George Washington, 12 y's, appraised five hundred dolls.,	500 00
Walker, 50 years, appraised fifty dollars,	50 00
Moses, 13 years, appraised five hundred dollars,	500 00
Washington, 24 years, appraised five hundred dollars,	500 00
Thema, 30 years, appraised eight hundred dollars,	800 00
Dora, 30 years, appraised eight hundred dollars,	800 00
Dinah, 40 years, appraised four hundred dollars,	400 00
Eady, 40 years, appraised five hundred dollars,	500 00
Rachel, 19 years, appraised five hundred dollars,	500 00
Anny, 40 years, appraised five hundred dollars,	500 00
Old Henny, 60 years, appraised twenty-five dollars,	25 00
Clarinda, 40 years, appraised four hundred dollars,	400 00
Eliza, 16 years, appraised five hundred dollars,	500 00
Old Rachel, 60 y's, appraised one hundred and fifty dolls.,	150 00
Sally, 22 years, appraised eight hundred dollars,	800 00
Clina, 15 years, appraised six hundred dollars,	600 00
Jenny, 12 years, appraised five hundred and fifty dollars,	550 00
Henny, 15 years, appraised five hundred dollars,	500 00
Pinah, 40 years, appraised five hundred dollars,	500 00
Mary, 40 years, and her child Lucy, 9 years, appraised eight hundred dollars,	800 00

Esther, 25 years, and her children, to wit, Little John, 9 years; Paris, 7 years; Richard, 6 years, and Peggy, one year—appraised nineteen hundred dolls.	$1900 00
Rescylia, 37 years, and her two children, Sophia, 8 years, and Harriet, 6 years, appraised one thousand dolls.,	1000 00
Milly, 25 years, and her two children, Rachel, 5 years, and Marceline, 2 months, appraised eleven hundred dollars,	1100 00
Charlotte, 24 years, and her child, Mary Ann, 4 years, appraised eight hundred dollars,	800 00
Bess, 38 years, and her two children, Baptiste, 2 years, and Helene, two months, appraised eight hundred dollars,	800 00
Rose, 25 years, and her child, Rebecca, 5 years, appraised six hundred dollars,	600 00
Young Elsy, 20 years, and her child, Bob, 4 months, appraised six hundred and fifty dollars,	650 00
Alfa, 40 years, and her children, Francis, 8 years, and Xavier, 4 years, appraised fifteen hundred dollars,	1500 00

Stocks and Movables.

Eight horses, appraised one hundred and eighty-five dollars,	$185 00
Seventeen pair of Oxen, appraised at twenty dollars per pair,	340 00
Three milk cows and calves, appraised sixty dollars,	60 00
Four ox-carts, appraised eighty dollars,	80 00
Three horse carts, appraised ten dollars each,	30 00
Seven cross-cut saws, appraised three dollars fifty cents,	3 50
Twelve axes, appraised four dollars and fifty cents,	4 50
Forty hoes, appraised ten dollars,	10 00
Eight spades, appraised four dollars,	4 00
Thirty cane knives, appraised seven dollars and fifty cts.,	7 50
Four ox-ploughs, appraised six dollars,	6 00
One harrow, appraised two dollars,	2 00
One sickle, appraised one dollar,	1 00
Four owths, appraised one dollar,	1 00
Three frows, appraised three dollars,	3 00
A mahogany bedstead, mattress, sheets, and blankets, appraised ten dollars,	10 00
A mahogany table, appraised ten dollars,	10 00
A cypress bedstead, sheets, and blankets, appraised eight dollars,	8 00
A mahogany bedstead, with mattress, appraised six dollars,	6 00

A bedstead of chiney wood, with two mattresses, appraised six dollars,	6 00
A bedstead of cherry wood, mattress, &c., appraised fourteen dollars,	14 00
A bedstead of cypress, appraised one dollar,	1 00
Nine chairs, appraised two dollars,	2 00
Total,	$94,219 50

RECAPITULATION.

Land,	$45,000 00
Slaves,	48,425 00
Movables,	794 50
	$94,219 50

There being nothing more to be inventoried, I have closed this proces verbal of inventory and appraisement, amounting to ninety-four thousand two hundred and nineteen dollars and fifty cents, on the premises, on the same day, month and year first above written, in presence of Messrs. Thomas M. Wadsworth and Charles Reggio, witnesses of age and residing in this parish, who have hereunto signed their names, with the appraisers Felix Gavan, Messrs. Zelima Coiron, tutrix aforesaid, and me the Judge, after due reading hereof; signed, Felix Gavan, Zelima Coiron, F. S. M. Coiron, by Favre, P. Baylie, Chs. Reggio, Thos. M. Wadsworth, G. Leonard, Judge. A true copy of the original. G. LEONARD
Judge.

Oath of Natural Tutrix.

State of Louisiana, Parish of Plaquemines.
Court of Probates.

Before me, Gilbert Leonard, Judge of the Court of Probates, in and for said Parish of Plaquemines, personally appeared Mrs. Zelonia Gautier, widow of John Joseph Coiron, who solemnly swear, that she will well and faithfully perform and discharge all and singular the duties incumbent upon her as the natural Tutrix of her minor children, Louis Joseph, Emilie, Pierre Felix, and Marie Josephine Coiron, to the best of her knowledge and understanding: so help her God. Zelime Coiron. Sworn to and subscribed before me. Parish of Plaquemines, February 8, 1834. G. LEONARD,
Judge.

Oath of Under Tutor.

State of Louisiana, Parish of Palquemines.
Court of Probates.

Before me, Gilbert Leonard, Judge of the Court of Probates, in and for the said Parish of Plaquemines, personally appeared Fran-

cois St. Marie Coiron, of New Orleans, who solemnly swears that he will well and faithfully perform and discharge all and singular the duties incumbent upon him as under tutor to the minors Louis Joseph, Emelie, Pierre Felix, and Marie Josephine Coiron, to the best of his understanding and knowledge. So help him God. F. S. M. Coiron. Sworn to and subscribed before me. Parish of Plaquemines, February 8, 1834.

G. LEONARD,
Judge.

Petition of Widow J. J. Coiron, praying for a Family Meeting of her Minor Children

Filed March 3, 1835. G. Leonard, Judge.

To the Honorable Gilbert Leonard, Judge of the Court of Probates in and for the Parish of Plaquemines, the petition of Genevieve Elizabeth Julienne Zelime Gautier, widow of John Joseph Coiron, residing in this Parish, respectfully showeth, that John Joseph Coiron, her husband died in this parish on the first day of September, 1833, that an inventory of all the property left by the deceased has been taken by your Honor on the 20th February, 1834; that the said deceased left for his only heirs, five children, to wit: 1st. Francois St. Marie Coiron of full age, begotten in lawful marriage by the deceased with his first wife, Marie Louise Gautier, deceased. 2d. Louis Joseph Coiron, aged 20 years, Emilie Coiron, aged 18 years, Pierre Felix Coiron, aged 10 years, and Marie Josephine Zelime Coiron, aged 3 years, all four children begotten in lawful marriage by the deceased with your petitioner, his widow.

That your petitioner has been confirmed natural Tutrix of said minors, by this Honorable Court, on the 8th day of February, 1834, and that Francois St. Marie Coiron, their brother, has been on the same day appointed and qualified their under Tutor. That your petitioner as their Tutrix is desirous to accept for them, under benefit of an inventory, the succession of their deceased father: Wherefore your petitioner prays that a family meeting of said minors be called together in presence of the under tutor, to give their advice according to law, whether it be advantageous to the interest of the said minors to accept the succession of the said John Joseph Coiron, their deceased father, under the benefit of an inventory: And as in duty bound, &c.

ZELIME COIRON.

Order.

Let a family meeting of the within named minors be called together in presence of Francois St. Marie Coiron, the under tutor of said minors, at the office of the Judge of this parish, in his capacity as Notary for said parish, on the 9th day of March, 1835, at ten o'clock A. M. to give their advice on the prayer of the petition: and let Messrs. Pierre Allard, Edwin Allard, Alphonse Miltonberger, of the city of New Orleans, Gabriel Nicholas Allard, and Levi Toulane Beauregard, of the

parish of St. Bernard, be cited to compose said meeting, as being the nearest relatives of said minors in the State, the whole as prayed for according to law. Parish of Palquemines, March 2, 1835.

G. LEONARD.
Judge.

Family Meeting.—No. 66.

This ninth day of the month of March, in the year of our Lord one thousand eight hundred and thirty-five, and of the Independence of the United States of America this fifty-ninth year. In virtue of an order of the Court of Probates of this Parish, rendered on the second day of the present month of March, ordering that a family meeting of the minors, Louis Joseph Coiron, Emelie Coiron, Pierre Felix Coiron, and Marie Josephine Coiron, be held this day, at ten o'clock A. M., before me, Gilbert Leonard, Judge of the Parish, *ex-officio* Notary Public for the said Parish of Plaquemines, for the purpose of deliberating upon the prayer of the petition of Mrs. Genevieve Elizabeth Julienne Zelime Gautier, widow of John Joseph Coiron, natural tutrix of said minors, her children, below which follows the aforesaid order, and copy of which petition and order aforesaid are hereto annexed for references if necessary.

Before me, Gilbert Leonard, Judge of the Parish, and exercising the duties *ex-officio* of Notary Public in and for the Parish of Plaquemines, State of Louisiana, and in the presence of the subscribing witnesses hereinafter named, have personally appeared. 1st. Mr. Pierre Allard, of New Orleans, granduncle of said minors. 2d. Mr. Gabriel Nicholas Allard, of the Parish of St. Bernard, maternal uncle of said minors. 3d. Mr. Edwin Allard, of New Orleans, cousin of said minors. 4th. Mr. Louis Pontant Beauregard, of the Parish of St. Bernard, uncle by of said minors. 5th. Mr. Alphonse Miltenberger, residing in New Orleans, cousin of said minors, which said five appearers, after being duly sworn by the aforesaid Judge, have assembled in counsel, in family meeting, in presence of Mr. Francois Ste. Marie Coiron, under tutor of said minors, and after having taken into consideration the prayers of the petitioner, and having deliberated upon the situation of affairs of the succession of the late John Joseph Coiron, the appearers have declared, being of the views and opinion that it is to the interest of said minors that their tutrix should accept the said succession of their late father, under the benefit of an inventory. In pursuance of which they recommend the execution of this measure, as being the most advantageous to the interest of said minors, and have signed—"P. Allard, P. B. Allard, G. N. Allard, L. J. Beauregard, A. Miltenberger." And the said Mr. Francois Ste. Marie Coiron, presently residing in the Parish of Orleans, under-tutor of said minors, being always present, have declared giving his full consent to the foregoing opinion (l'avis), and that he has no legal objection

to make; on the contrary, he approves to its full extent, as being advantageous to the interest of said minors, and he has signed—F. S. M. Coiron. Done and closed the present proces verbal of the family meeting, in the office, in the Parish of Plaquemines, in the presence of Messrs. Nicholas Verbois, and Thomas M. Wadsworth, competent witnesses, who have signed with the Judge, after reading made, on the day, month, and year first above written.

(Signed) N. VERBOIS,
T. M. WADSWORTH.
G. LEONARD,
Judge.

A true copy from the original. Parish of Plaquemines, this ninth of March, one thousand eight hundred and thirty-five. The letter G. erased and null.

G. LEONARD,
Judge.

Petition praying for homologation of Family Meeting.

Filed March 16th, 1835.—G. Leonard, Judge.

To the Honorable Gilbert Leonard, Judge of the Court of Probates in and for the Parish of Plaquemines, State of Louisiana.

The petition of Genevieve Elizabeth Julienne Zelima Gautier, widow of John Joseph Coiron, residing in this parish, natural tutrix of her minor children, Louis Joseph Coiron, Emelie Coiron, Pierre Felix Coiron, and Josephine Marie Coiron, respectfully showeth: That a family meeting of her minor children was held before your honor, acting as notary public for this parish, on the ninth day of March, 1835, advising their tutrix, your petitioner, to accept the succession of their deceased father, John Joseph Coiron, under benefit of inventory. A duly certified copy of said family meeting is annexed to this petition for reference.

Your petitioner prays that the said family meeting be approved and homologated, and that you be accordingly authorized to sign an act by which she accept, in the capacity of natural tutrix of her said minor children, the succession of their deceased father, under the benefit of inventory, and as in duty bound, &c.

ZELIME COIRON.

Order.

Let the proceedings of the family meeting of the minor children of the late John Joseph Coiron, within named, held before me, the undersigned Judge, acting *ex-officio* notary for this parish, on the ninth instant, be approved and homologated, and that the petitioner be authorized to sign an act by which she accepts, in her capacity of natural tutrix of said minors, her children, the succession of their deceased father, under benefit of inventory.

G. LEONARD,
Judge.

Parish of Plaquemines, March 16th, 1835.

Letter of resignation of Ste. Marie Coiron, as under-tutor of the minors Coiron.

Filed February 1st, 1845.—V. De Bouchel, Acting Judge.

Letter.

To the Honorable Gilbert Leonard, Judge of the Parish of Plaquemines.

Sir,—I am informed that I have been, at some period, appointed under-tutor of the minors Coiron. I have no recollection of that fact. I am also informed that the law does not authorize such a nomination, being the brother of said minors. Be it as it may, my present position does not allow me to act as such. Please, therefore, accept my resignation. I have the honor to remain, sir, your obedient servant,

F. S. M. COIRON.

New Orleans, 20th January, 1845.

Petition for the appointment of an under-tutor.

Filed February 1st, 1845.—V. De Bouchel, Acting Judge.

Succession of Jean Joseph Coiron.

To the Honorable the Judge of the Court of Probates for the Parish of Plaquemines.

The petition of Genevieve Elizabeth Julienne Gautier, widow of John Joseph Coiron, and residing in said Parish of Plaquemines, respectfully represents, that she is the mother, natural tutrix of the minors, Pierre Felix Coiron, and Zelime Marie Josephine Coiron, her children by her deceased husband; that Francois Ste. Marie Coiron, who was appointed by this Honorable Court as under-tutor of said minor children, has resigned his trust. Wherefore, she prays this Honorable Court to appoint another under-tutor to said minors, and for all further and general relief in the premises. And as in duty bound, &c.

JOHN GEDGE,
Of Counsel.

Order.

Let the resignation of Francois Ste. Marie Coiron, as under-tutor of the minors, Pierre Felix Coiron, and Zelime Marie Coiron, minor children of Jean Joseph Coiron, deceased, begotten in lawful marriage with Genevieve Elizabeth Julienne Gautier, his surviving wife, of this parish, be accepted, and let James N. Nevin, of the City of New Orleans, be appointed under-tutor to said minors, in place and stead

of the said Francois Ste. Marie Coiron, resigned, on the said James N. Nevin complying with the requisites of the law in such case made and provided for.

V. DE BOUCHEL,
Acting Judge.

PARISH OF PLAQUEMINES, February 1st, 1845.

Letters of Under-tutorship.

3d of February, 1845.

State of Louisiana, Parish of Plaquemines, Court of Probates.

This shall certify to all whom it may concern, That on the first day of February, in the year of our Lord one thousand eight hundred and forty-five, and the sixty-ninth year of the Independence of the United States of America, an application was made to the Honorable Judge of the Court of Probates, in and for the Parish of Plaquemines, by Mrs. Genevieve Elizabeth Julienne Gautier, widow of John Joseph Coiron, natural tutrix of her minor children, Pierre Felix Coiron, and Zelime Marie Coiron, praying that an under-tutor might be appointed to said minors in the place and stead of Francois Ste. Marie Coiron, who has resigned the under-tutorship of said minors. Now know ye, that James N. Niven, of the City of New Orleans, has been, and he is hereby appointed under-tutor to the said minor children, and that he has fulfilled all the requisites of the law. Witness our hand and the seal of said Court of Probates, this third day of February, in the year of our Lord one thousand eight hundred and forty-five, and the sixty-ninth year of the Independence of the United States of America.

V. DE BOUCHEL,
Acting Judge.

Succession of John Joseph Coiron.

Oath.

State of Louisiana, Parish of Plaquemines, Court of Probates.

Before me, Victor De Bouchel, Senior Justice of the Peace, Acting Parish Judge, ex-officio Judge of Probates in and for the Parish of Plaquemines, aforesaid, in consequence of the absence of the Hon. Gilbert Leonard, Parish Judge of said Parish, by virtue of a resolution of the legislature of the State, approved January fifteenth, eighteen hundred and forty-five, personally came and appeared, James N. Niven, of the City of New Orleans, who do solemnly swear, that he will well and faithfully perform and discharge all and singular the duties incumbent upon him as under-tutor of said minors, Pierre Felix Coiron and Zelime Marie Coiron, children of John Joseph Coiron, deceased, of this Parish, begotten in lawful marriage with Genevieve Elizabeth Julienne Gautier, his surviving wife, to the best of his knowledge and understanding, so help him God.

Sworn to and subscribed before me, Parish of Plaquemines, this 3d day of February, 1845.

(Signed) V. DE BOUCHEL,
Acting Judge.

Extract from the Book of Oath, No. 207, page 84. Parish of Plaquemines, April 15th, 1854.

A'D LARTIGUE,
Clerk.

State of Louisiana, Parish of Plaquemines, Second Judicial District Court.

Clerk's Certificate.

I hereby certify that the above and foregoing twenty-four pages (24) contain a true, correct, and complete transcript of all the documents now on file in the Second Judicial District Court of Plaquemines, in the succession of John Joseph Coiron, deceased, of this Parish, with the exception of the petition praying to be confirmed natural tutrix, and for inventory. In testimony whereof, I grant these presents under my signature and the seal of the said Court, at the Parish of Plaquemines, this thirteenth day of March, in the year of our Lord one thousand eight hundred and fifty-five, and the seventy-ninth year of the Independence of the United States of America.

[SEAL.] ARMAND LARTIGUE,
Clerk.

Note.

Petition referred to in the foregoing certificate of the Clerk, as being omitted from the transcript of the record, and which complainants bound themselves to supply.

Attest: J. W. GURLEY,
Clerk.

To the honorable the Judge of the Parish Court, for the Parish of Plaquemines, and Judge of the Court of Probates for said parish, by virtue thereof.

The petition of Zelima Coiron né Gauthier, respectfully shows:—That John Joseph Coiron, her husband, died in this parish, having previously surrendered all his property to his creditors, who took possession and so continue in possession thereof.

That though there is nothing belonging to his estate, save his wearing apparel, &c., yet she is desirous of having it so substantiated by the formality of an inventory, which is likewise useful that she may renounce according to law the community.

She shows that the said John Joseph Coiron died leaving five children, to wit: François Ste. Marie Coiron, of lawful age, and Louis Joseph Coiron, Emilie Coiron, Pierre Felix Coiron, and Marie Josephine Coiron, who are minors, and to whom she is natural tutrix.

She prays your Honor will recognize her as such, and that she may be qualified accordingly; as also, that an under-tutor may be appointed to them.

She further prays that an inventory may be ordered of the property left by the said Coiron, both that surrendered, and the personal furniture and apparel that he may have had, to be found in this parish, in which the deceased last resided.

L. PIERCE,
Attorney for Mme. Coiron.

Filed February 5, 1834. G. Leonard, Judge.

Order.

Let the petitioner be duly sworn as natural tutrix of her minor children, within named. Let Sainte Marie Coiron be appointed their under-tutor; and let an inventory be taken of the property left by the said John Joseph Coiron, both that surrendered to his creditors and the personal furniture and apparel that he may have had, to be found in this parish, where said deceased resided last. The appraisement of said property to be made by Messrs. Pierre Baylie and Bartholemy Favre, both of this parish; they being duly notified of their appointment, and of the place, time, when and where said inventory is to be taken, together with the said tutrix and the under-tutor; the whole as prayed for, and according to law.

Parish of Plaquemines, February 5, 1834.

G. LEONARD,
Judge.

A true copy of the original.

[L. S.] ARMAND LARTIGUE,
Clerk.

COMPLAINANTS' EVIDENCE.

No. 3. Certificate of Baptism.

Note.

Complainants produced the certificate of baptism of Pierre F. Coiron, and the defendants waived the filing thereof, and admitted that Pierre F. Coiron was born on the seventeenth of January, 1825.

Attest: J. W. GURLEY,
Clerk.

COMPLAINANTS' EVIDENCE.

No. 4.

Transcript in the case of J. J. Coiron v. *his Creditors.*

State of Louisiana—Third District Court of New Orleans.

JEAN JOSEPH COIRON
v.
His Creditors. } No. 6944. Parish Court.

Petition.

Filed June 8, 1833.

To the Honorable Charles Mauvian, Judge of the Parish Court in and for the Parish and City of New Orleans, the petition of Jean Joseph Coiron, a planter of the parish of Plaquemines, humbly showeth: That owing to repeated misfortunes that have fallen upon him at different times, and to the depression of the value of the agricultural produce of this State, he finds himself in the painful necessity of surrendering his property to his creditors, and of availing himself of the laws of the land relative to insolvent debtors. Wherefore this petitioner prays that he may be allowed to call a meeting of his creditors, that he may lay before them a statement of his affairs and surrender them his property, and that in the meantime all proceedings against his person and property may be stayed. And, whereas, amongst the creditors of this petitioner there are some who reside out of this parish and State, this petitioner further prays that an attorney be appointed to represent the said absent creditors, at the meeting which shall be held upon the order above prayed for, and as in duty bound, &c.

P. SOULE,
Of Counsel for Petitioner.

A statement of the affairs of John Joseph Coiron, of the Parish of Plaquemines:

Credits.

A plantation situated on the said Parish of Plaquemines, on the left-hand side of the River Mississippi, measuring 39 arpents and 20 toises front to the said River Mississippi, with the usual defile, together with the house built upon it and dependencies of the said house. The Sugar-House, Steam Mill, and appurtenances belonging thereto, the whole valued $91,000

Carried over	91,000
Instruments of husbandry and others, carts, &c., . .	1,200
Horses and Mules, about 18 in number, ...	1,200
About 25 heads of cattle, ...	600
Forty-six male and grown slaves, ...	28,400

Twenty-seven female slaves, ...	12,000
Fourteen children, valued, ...	2,000
Two slaves in the steamboat Bonda, ...	200
House furniture, &c., ...	600
	$137,200

Debts.

1833.			
By account to	E. Leon Bernard, . .	$237 50	
"	Puech & Bein, . .	317 61	
"	Duvel & St. Victor, .	734 60	
"	J. G. Irraiza, . . .	172 50	
"	R. Layton, . . .	592 27	
"	Debue & Goutz, . .	215 37	
"	Claude Letory, . .	263 92	
"	C. Janin, . . .	128 00	
"	M. Jamleer, . . .	636 33	
"	Dr. Labaurie, . .	110 00	
"	G. Leonard, . . .	88 00	
"	J. C. Thompson, . .	362 37	
"	Dr. Thomas, . . .	180 50	
"	F. C. M. Coiron, for Superintending the Plantation the last three years, ...	6,000 00	
By account to	B. Bonny, . . .	2,867 30	
"	J. Stoney (Charleston & Co.), ...	4,082 37	
			$16,988 64
By mortgage to	F. Nicolet & Co., .	93,630 00	
"	V. Livingston, N. York,	15,000 00	
Feb. 8.	By interest due to the same, .	1,200 00	
13.	To note of J. J. Coiron, order of F. S. M. Coiron (mortgage),	1,640 00	
	Carried over . .	111,470 00	16,988 64
Feb. 27.	To note of J. J. Coiron, or order of Salvant (mortgage),	120 00	
April 3.	To note of J. Leeds, "	389 89	
	" J. J. Coiron, Z. Coiron, and F. S. Coiron, order of Joseph Bouchand, New York, . . .	2,750 00	
	To note of J. J. Coiron, Z. Coiron, order of F. G. M. Coiron, ...	905 71	
	To note of Ditto, order of J. B. Wilkinson, . . .	250 00	

May 15.	To note of F. S. M. Coiron, order of Laroque Turgran, indorsed by G. N. Allard, with mortgage, . . .	1,000 00	
May 23.	To note of J. J. Coiron, order of F. S. M. Coiron (Toledano & Lequidre), . .	1,465 00	
	To note of Ditto (Thompson),	864 00	
Sept. 3.	" " (J. Morris), mortgage, ...	2,500 00	
1834.	To note of Ditto, and Z. Coiron, (J. Morris), mortgage, .	350 00	
Sept. 3.	To note of Ditto (J. Morris), mortgage, ...	2,500 00	
			$124,564 60
	To note of F. S. M. Coiron, order of J. J. Coiron and Z. Coiron, Mortgagee, . .		9,563 00
	To note of Ditto, ditto, ...		10,837 00
	" Ditto, ditto, ...		11,475 00
	To Madam Coiron, ...		4,474 00
			$177,905 24

I, Jean Joseph Coiron, do solemnly swear that the above Schedule contains a correct and faithful statement of all the property I possess, either in movables or immovables, or in other rights or claims, except, however, the effects which the law authorizes me to keep; and I do further solemnly swear, that the said Schedule and the Petition to which it is annexed, contain a correct and faithful statement of my passive and active debts, and of the causes which have reduced me to the steps which I now take, and that nothing of my property has either directly or indirectly been diverted to the injury of my creditors. So help me God.

JOHN JOS. COIRON.

NEW ORLEANS, June 8th, 1833.

Sworn to and subscribed before me.

FRED. BUISSON,

NEW ORLEANS, June 8th, 1833. Deputy Clerk.

A List of the Slaves mentioned in the Statement of John Joseph Coiron.

Negro Men.—1.	Peter, ...	32 years.
2.	Sam, ...	26 "
3.	Joe Wallace, ...	26 "
4.	Smart, ...	23 "

Negro Men.—	5.	Levy,	18 years.
	6.	Harry,	40 "
	7.	James,	45 "
	8.	Ismael,	45 "
	9.	Jacob,	26 "
	10.	Sanders,	18 "
	11.	Sawny,	30 "
	12.	Pierrot,	45 "
	13.	Natt,	32 "
	14.	John Jack,	45 "
	15.	Joe Harden,	18 "
	16.	John Affa,	18 "
	17.	Tony,	17 "
	18.	Paul,	18 "
	19.	Casar,	19 "
	20.	July,	18 "
	21.	Fed,	25 "
	22.	Dick,	20 "
	23.	James Court,	24 "
	24.	Edmund,	18 "
	25.	Daniel,	20 "
	26.	Samuel,	25 "
	27.	Jeorges,	18 "
	28.	Sandy,	17 "
	29.	Walker,	40 "
	30.	John Hostler,	25 "
	31.	Washington,	22 "
	32.	Robertson,	16 "
	33.	Sampson,	15 "
	34.	William,	15 "
	35.	Simon,	15 "
	36.	Jackson,	15 "
	37.	Edwin,	15 "
	38.	Scipio,	15 "
	39.	Cuffee,	15 "
	40.	Moses,	13 "
	41.	Charles,	13 "
	42.	Frank,	13 "
	43.	Adams,	12 "
	44.	Peter,	12 "
	45.	Georges Wm.,	12 "
	46.	Edmund,	12 "
Women.—	1.	Lucy (old),	60 "
	2.	Judith,	60 "
	3.	Rachel,	60 "
	4.	Dianah,	45 "

Women.—	5.	Ressiah,	40 years.
	6.	Amy,	40 "
	7.	Dora,	30 "
	8.	Thema,	30 "
	9.	Sally,	20 "
	10.	Affa,	35 "
	11.	Clarinda,	40 "
	12.	Priscilla,	40 "
	13.	Milly,	22 "
	14.	Mary,	40 "
	15.	Elsey,	40 "
	16.	Esker,	25 "
	17.	Bess,	28 "
	18.	Rose,	20 "
	19.	Eady,	28 "
	20.	Judith,	20 "
	21.	Charlotte,	20 "
	22.	Rachel,	18 "
	23.	Eliza,	15 "
	24.	Elsey,	18 "
	25.	Hetty,	15 "
	26.	Elina,	14 "
	27.	Jenny,	12 "
Children.—	1.	John,	7 "
	2.	Richard,	5 "
	3.	Paris,	2 "
	4.	Francis,	6 "
	5.	Octavius,	3 "
	6.	Jesse,	5 "
	7.	Raphael,	2 "
	8.	Baptiste,	8 months.
	9.	Lucy,	8 years.
	10.	Sophia,	6 "
	11.	Hennette,	3 "
	12.	Rebecca,	4 "
	13.	Mary Ann,	2 "
	14.	Lydia,	8 months.

F. S. M. C.
J. J. C.

Order on Petition.

The cession of property of the petitioner having been accepted by the Court for the benefit of his creditors, It is ordered, that a meeting of said creditors take place at the office of Louis T. Cairre, Esq., Notary Public, on Thursday, the 11th day of July next, then and there to deliberate on the affairs of the petitioner, and in the mean time all proceedings against his person and property are stayed. It

is further ordered, that G. Strawbridge, Esq., be appointed to represent the absent creditors.

(Signed) CHARLES MAURIAN,
NEW ORLEANS, June 8th, 1833. Judge.

Exception.

Filed July 10th, 1833.

JEAN JOSEPH COIRON
v.
HIS CREDITORS.

Parish Court for the Parish and City of New Orleans.

Theodore Nicoles and J. J. Sigg, comprising the firm of Theodore Nicoles & Co., residing in New Orleans, except and deny that this Honorable Court hath jurisdiction to accept or act in the voluntary surrender of the estate of said Coiron to his creditors, because this Honorable Court is not the competent Court having jurisdiction, neither the place of the domicile or usual residence of said Coiron, the domicile and usual place of residence of said Coiron being and was, at the time of filing his petition and proceedings herein, in the Parish of Plaquemines, over which Parish this Court has no jurisdiction. Said Nicoles & Co. allege they are creditors of said Coiron in the sum of ninety-three thousand six hundred and thirty dollars and upwards. They further pray said proceedings of said Coiron against his creditors may be dismissed, so that he may present himself to the competent and proper tribunal to make his surrender to his creditors.

(Signed) CARLETON & LOCKETE,
For NICOLES & CO.

Decree.

Parish Court for the Parish and City of New Orleans.

July 17th, 1833.

On the Exception filed by Theodore Nicoles & Co.

The Court, considering the 2d Section of an Act, entitled "An Act relative to the voluntary surrender of property, and to the mode of proceedings as well for the direction as for the disposal of debtors' estates, and for other purposes," approved February 20th, 1817, It is ordered, adjudged, and decreed, that the order issued by this Court, on the 8th day of June last past, be cancelled, that the proceedings had in consequence of the same be also cancelled and annulled, and that the petitioner pay the costs of this suit.

I certify the foregoing to be a true copy of the originals of record. In faith whereof, I grant these presents under my signature, and the seal of the said Third District Court, at New Orleans, this eighteenth day of April, eighteen hundred and fifty-four.

[SEAL.] W. E. CASTUS,
Clerk.

COMPLAINANTS' EVIDENCE. No. 5.

Note.

Power of Attorney of Buckner, Allard, and Bayhi, to Gildemester. Objected to by defendants, and admitted subject to exceptions.

1st. Whereas, Thomas Goulding, of Lexington, in the State of Georgia, Trustee of Peter Vanburgh Livingston, of the County of West Chester, in the State of New York (otherwise called and known as Vanburgh Livingston), and Harriet E. Livingston, his wife, did, on or about the eighth day of February, one thousand eight hundred and twenty-five, bargain and sell to John Joseph Coiron, of the State of Louisiana, sixty negro slaves, at and for the price of fifteen thousand dollars, for which he received the bond or writing obligatory of the said John Joseph Coiron to him the said Thomas Goulding, bearing date the said eighth of February, one thousand eight hundred and twenty-five, in the penal sum of thirty thousand dollars, and conditioned for the payment of the sum of fifteen thousand dollars at any time within ten years from the date of the said bond, with interest thereon at the rate of eight per cent. per annum, payable half-yearly in the State of New York; secured by mortgage on a tract of land in the Parish of Plaquemines, in the State of Louisiana; and whereas, the trust vested in the said Thomas Goulding, so far as it regarded the said bond and mortgage, was afterwards, by indenture made and executed on the twenty-second day of December, in the year of our Lord one thousand eight hundred and twenty-six, transferred and assigned to Peter Hean, late of New Jersey (now deceased), to whom the said bond and mortgage were, by the said indenture, sold, assigned, transferred, and set over by the said Thomas Goulding, trustee as aforesaid, in trust for the only use, benefit, and behoof of the said Peter Vanburgh Livingston and Harriet E. Livingston, his wife; and whereas, the said Peter Hean afterwards departed this life, and William G. Buckner, of the City of New York, in the County and State of New York, broker, was appointed trustee in his place and stead, to whom the said bond and mortgage were by indenture, bearing date on the first day of July, in the year of our Lord one thousand eight hundred and twenty-nine, made by and between Sarah S. Hean, administratrix, &c., of the said Peter Hean, deceased, of the first part, the said Vanburgh Livingston (otherwise called and known by the name of Peter Vanburgh Livingston) and Harriet E. Livingston, his wife, of the second place, and the said William G. Buckner, of the third part, granted, bargained, sold, assigned, transferred, and set over, in trust, to and for the use and benefit and behoof of the said Peter Vanburgh Livingston and Harriet E. Livingston, his wife, in like manner as the same were held by the said

Thomas Goulding and Peter Hean; and whereas, the whole of the said principal sum of fifteen thousand dollars, with large arrears of interest thereon, is still due and owing upon and secured by the said bond and mortgage.

Power of Attorney.

Now know all men by these presents, that I, the said William G. Buckner, trustee as aforesaid, have made, constituted and appointed, and by these presents do make, constitute and appoint, Hugo C. Gildemister, of the City of New Orleans, in the State of Louisiana, merchant, my true and lawful attorney, for me and in my name, or otherwise, to ask, demand, sue for, recover, and receive of and from the said John Joseph Coiron, all such sum and sums of money as are now due and owing upon the said bond and mortgages or secured thereby, and to have, use and take all lawful ways and measures in my name, or otherwise for the recovery thereof. And upon the receipt thereof, or of any part thereof, to make, seal, and deliver good and sufficient releases, acquittances, or other sufficient discharges for the same. And to do all lawful acts and things whatsoever concerning the premises as fully and sufficiently in every respect as I might or could do if personally present. And an attorney or attorneys, under him, for the purposes aforesaid, to make, constitute and appoint, and the same again at pleasure to revoke, hereby ratifying and confirming and covenanting, and agreeing to ratify and confirm whatsoever my said attorney or his substitute shall lawfully do or cause to be done on the premises by virtue of these presents. In witness whereof, I have hereunto set my hand and seal at the said City of New York, this seventh day of June, in the year of our Lord one thousand eight hundred and thirty-three.

WM. G. BUCKNER.

Signed, sealed, and delivered in the presence of
B. W. BONNEY,
S. C. WILLIAMS.

State of New York. City and County of New York.

Be it known, that on the seventh day of June, in the year eighteen hundred and thirty-three, before me, Stephen Williams, a Notary Public, in and for the State of New York, duly commissioned and sworn, dwelling in the City of New York, personally appeared William G. Buckner, above named, to me personally known, and he then and there executed the preceding letter of attorney in my presence, and in the presence of Benjamin W. Bonney, whose names are signed thereto, as witnesses, and acknowledged the same to be his act and deed. In testimony whereof, I have hereunto subscribed my name, and affixed my notarial seal, the day and year last above written.

[SEAL.] S. WILLIAMS,
Notary Public.

2. *Letter of Allard to Gildemester*, 1853.

(Translated from the French.)

PARISH OF PLAQUEMINES, July 2d, 1833.

To Mr. H. C. Gildemester, New Orleans.

Sir: As a mortgage creditor of J. J. Coiron, on a lot of slaves in his possession, and purchased from Vanburgh Livingston, I beg leave to request you to represent me at the meeting of the creditors of said J. J. Coiron, which is to take place on the 11th instant; I do hereby authorize you to act for my interest and for the preservation of my rights, according to the rank of inscription of my mortgage debt, and for the disposal of said slaves accordingly.

Your most obedient servant,

G. N. ALLARD.

3. *Letter of Bayhi to Gildemester.*

(Translated from the French.)

PARISH OF PLAQUEMINES, July 2d, 1833.

To Mr. H. C. Gildemester.

Sir: As a mortgage creditor of J. J. Coiron, on a lot of slaves in his possession, and purchased from Vanburgh Livingston, I beg leave to request you to represent me at the meeting of the creditors of said J. J. Coiron, which is to take place on the 11th instant; I do hereby authorize you to act for my interest, and for the preservation of my rights according to the rank of inscription of my mortgage debt, and for the disposal of said slaves accordingly. I have the honor to be yours, &c.,

PIERRE BAYHI.

I, Henry Paul Caire, a Notary Public in and for the City and Parish of New Orleans, duly commissioned and sworn, successor of Louis G. Caire, late a Notary Public in this city, do hereby certify that the foregoing are the copies of different powers of attorney, viz.: One from William G. Buckner unto Hugo C. Gildemester, passed before S. Williams, a Notary Public, for the City and County of New York, on the seventh June, 1833. One from G. N. Allard unto said Hugo C. Gildemester, dated Plaquemines, 2d July, 1833. And one from Mr. Pierre Bayhi to same H. Gildemester, dated Plaquemines, July 2d, 1833; all of which powers of attorney are annexed to an act passed before said Louis G. Caire, on the 11th July, 1833, purporting to be a meeting of the creditors of Jean Joseph Coiron. In faith whereof, I grant these presents under my signature, and the impress of my seal of office.

[SEAL.]

H. PAUL CAIRE,
Notary Public.

NEW ORLEANS, March 20th, 1855.

COMPLAINANTS' EVIDENCE. No. 6.

Record in case of John Morris v. Theodore Nicolet and others.
No. 11940 *of 5th District Court of New Orleans.*

Filed 9th April, 1855.

State of Louisiana. Fifth District Court of New Orleans.

JOHN MORRIS
v.
THEODORE NICOLET and others. } No. 11940.

Petition of Morris.

Petition filed 18th December, 1834.

To the Honorable the First Judicial District Court of the State of Louisiana. The Petition of John Morris, residing in the Parish of Plaquemines: respectfully showeth, that John Joseph Coiron, now deceased, in his lifetime a planter of the said Parish of Plaquemines, together with Genevieve Elizabeth Julienne Zeline Gautier, his wife, and Thomas St. Marie Coiron, his son, these both also residing in the same Parish, were jointly and severally indebted unto your petitioner in the sum of eight thousand eight hundred and fifty-eight dollars and twenty-seven cents, when on the second day of May, 1832, by an act passed before Gilbert Leonard, Judge of the above Parish, they granted a special mortgage unto your petitioner for securing the payment of the said sum, for which they moreover executed four promissory notes, drawn by John Joseph Coiron to the order of and indorsed by Francis St. Marie Coiron, the first for $1358 27, payable in all the same month of May then running, the second for $2,500, payable in all August following, the third for $2,500, payable in August, 1833, and the fourth for $2,500, payable in August, 1834. That the above special mortgage to secure the payment of the said notes was thus granted on forty-six slaves, described in the said notarial act of mortgage, a certified copy whereof is hereunto annexed for reference and prayed to be considered as a part of this petition. And your petitioner further shows that the first of the above notes were paid at maturity, but that the two latter, amounting together at five thousand dollars, are totally due and unpaid. So that your petitioner is a mortgage creditor of the succession of the said John Joseph Coiron, in the said sum of five thousand dollars. And your petitioner further shows that said John Joseph Coiron in his lifetime, to wit: on the 17th of July, 1833, filed his petition of Insolvency in this Honorable Court, praying for a surrender of his property to his creditors, that therefore a meeting of some of them took place on the 12th of September following, when Theodore Nicolet, residing at New Orleans, was by them appointed their Syndic, that on his application a second meeting was ordered by this Honorable Court on the 27th of December,

1833, which afterwards took place on the 6th September, 1834; that some of the creditors assembled at the notary, and directed the terms and conditions on which it suited them the debtors properly disposed of, which proceedings however were never homologated. And your petitioner further showeth that afterwards the said pretended Syndic, without any authorization from this Honorable Court, went to see the property of every description belonging to the estate of the said John Joseph Coiron (who had since departed this life), and that the said property was struck off at a great sacrifice to the following persons respectively, who now hold the same, to wit: Laurent Millandon, residing in New Orleans, Alexander Lesseps, residing lately in the Parish of New Orleans, and now in that of Plaquemines, Thomas Murray Doyle, and Thomas May, residing at New Orleans, and trading under the firm of Doyle and May, Armand Saillard, Benjamin Franklin French, Antoine Abraham Snares and Felix Jean Forstall, the four latter also residing at New Orleans. Your petitioner avers that all the said pretended sales are utterly null and void, for this, to wit: 1, there was no authorization from this Honorable Court to sell. 2, the proceedings of the creditors determining the terms, and conditions of the sale were not homologated. 3, the creditors at large (and your petitioner in particular), were not called to the meeting (when those proceedings took place) in the manner the law directs, and your petitioner was not called at all. 4, the first meeting ordered on the 17th of July, 1833, and where the pretended Syndic was appointed, was held without your petitioner having been called or cited to appear. So that he is by no means a party to these proceedings, nor to any part of the whole proceedings had in this case. 5, neither were the creditors at large called nor cited to appear at the said first meeting, in the manner the law directs, and the only one binding on them. 6, the schedule annexed by John Joseph Coiron to his petition, does not mention the places of residence of his creditors, as required by the 3d section of the Act of 1817, and therefore the order provided by the 8th section of the same act and by the 1st section of the Act of 1826 could not be given: your petitioner consequently contends, that the order made on the 17th of July, 1833, is illegal, and that the whole of the proceedings in the said suit of John Joseph Coiron *v.* his creditors are null and void *ab initio*, and by no means binding on your petitioner.

And your petitioner showeth that the said John Joseph Coiron has left a widow named Genevieve Elizabeth Julienne Zeline Gauthier, who was in community of property with him during his lifetime, and now since his death resides in the Parish of Orleans, that he has also left five children, viz.: Francois St. Marie Coiron, of full age, born of a former marriage, and now likewise residing in the Parish of Orleans, and the four others born from the marriage of deceased with the said G. E. J. Z. Gauthier, all four minors, and

named Louis, Emilie, Felix, and Zeline Coiron, whose natural guardian or tutorix is the said widow Coiron, their mother.

Your petitioner contends that the said John Joseph Coiron at the time of his death was not legally dispossessed of his property nor of the ownership or title thereof, and that the same there was and still is the common pledge of all his creditors, that his succession must be opened in the Court of Probates of the Parish of Plaquemines, where he resided in his lifetime, and where he had his principal if not his sole establishment. Your petitioner therefore prays that the said Theodore Nicolet, Laurent Millandon, Alexander Lesseps, Doyle and May, Armand Saillard, Benjamin Franklin French, Antoine Abraham Sauves, Felix Jean Forstall, Francois St. Marie Coiron, and the said Widow John Joseph Coiron, as well in her own right as in her capacity of Tutrix of her said minor children above named, be all of them made parties defendants to the present suit, that they be severally summoned to answer this petition, and that by the judgment to be rendered in the premises, the proceedings had in the matter of John Joseph Coiron *v.* his creditors, and every part thereof, be declared to be null and void and of no effect, that all and every the sales made by the pretended Syndic be annulled and avoided, and the above-named purchasers decreed to restore the property to the succession of the said John Joseph Coiron, together with the fruits and revenues thereof, before the probate Court of the Parish of Plaquemines, in order to have the succession there opened and an inventory made of the estate of the said deceased, an administrator appointed, and all due and legal proceedings had to liquidate the said succession. So that your petitioner may be paid in due time of his claim against the same, out of the proceeds of the property belonging thereto and according to his rank, and your petitioner further prays that the above-named defendants be further decreed to pay in solidum, the costs of the present suit, and that all such other and further relief be extended to him, as the nature of his case may require, and as in duty bound, &c. &c.

(Signed) D. SEGHERS,
Of Counsel.

Citation.

State of Louisiana, First Judicial District Court.

To Messrs. Doyle and May, residing in the City of New Orleans. You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation; or deliver your answer to the same in the office of the Clerk of the First Judicial District Court in the City of New Orleans, in ten days after the service hereof.

Witness: the Honorable C. Watts, Judge of said Court, the 18th day of December, in the year of our Lord 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

Sheriff's Return.

JOHN MORRIS
v.
THEODORE NICOLET and others. } No. 11940.

Sheriff's Return received on same. Received December 18th, and on the 19th of same month served copies of petition and citation on Doyle and May by handing the same to Mr. Doyle, one of the firm. Returned December 22, 1834.

(Signed) J. H. HOLLAND,
Deputy Sheriff, L.L.

Citation.

State of Louisiana, First Judicial District Court.

Mr. Laurent Millandon, residing in the City of New Orleans: You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation; or deliver your answer to the same in the office of the Clerk of the First Judicial District Court, in the City of New Orleans, in ten days after the service hereof. Witness, the Honorable C. Watts, Judge of the said Court, the 18th day of December, in the year of our Lord 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

Sheriff's Return.

JOHN MORRIS
v.
THEODORE NICOLET and others. } No. 11940.

Sheriff's return on same, received December 18th, 1834; and on the 20th same month served copy of petition and citation on Laurent Millandon, Esq., in person. Returned December 26th, 1834.

(Signed) J. H. HOLLAND,
Deputy Sheriff.

Citation.

State of Louisiana, First Judicial District Court.

Mr. Theodore Nicolet, residing in the City of New Orleans: You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation; or deliver your answer to the same in the office of the Clerk of the First Judicial District Court, in the City of New Orleans, in ten days after the service hereof. Witness: the Honorable C. Watts, Judge of the said Court, the 18th day of December, in the year of our Lord 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

Sheriff's Return.

JOHN MORRIS,
v.
THEODORE NICOLET and others, } No. 11940.

Sheriff's return on same; received December 18th, 1834, and on

the 19th, same day served copies of petition and citation on Theo. Nicolet in person. Returned December 22d, 1834.

(Signed) J. H. HOLLAND,
Deputy Sheriff.

Citation.

State of Louisiana, First Judicial District Court.

Mr. Alexander Lesseps, residing in the Parish of Plaquemines: You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the Clerk of the First Judicial District Court, in the City of New Orleans, in 15 days after the service hereof. Witness, the Honorable C. Watts, Judge of the said Court, the 18th day of December, in the year of our Lord 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

Sheriff's Return.

JOHN MORRIS
v.
THEODORE NICOLET and others. } No. 11940.

Sheriff's return on same, received 21st December, 1834; and on the 23d of same month served a copy of the petition and citation, in the French and English languages, on Alexander Lesseps, one of the defendants, by handing the same to his wife, a free white person, above the age of fourteen years, on his plantation in the Parish of Plaquemines. Returned 31st December, 1834.

(Signed) DES'A SAUCIER,
Sheriff.

Citation.

State of Louisiana, First Judicial District Court.

Mr. Antoine Abraham Suaves, residing in the City of New Orleans: You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation; or deliver your answer to the same in the office of the Clerk of the First Judicial District Court, in the City of New Orleans, in ten days after the service hereof. Witness, the Honorable C. Watts, Judge of the said Court, the 18th day of December, in the year of our Lord 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

Sheriff's Return.

JOHN MORRIS
v.
THEODORE NICOLET and others. } No. 11940.

Sheriff's return on same; received 18th December, 1834; and on the 19th of same month served copies of petition and citation on A. A. Suaves, in person. Returned December 26th, 1834.

(Signed) J. H. HOLLAND,
Deputy Sheriff.

Citation.

State of Louisiana, First District Court.

Mr. Armand Saillard, residing in the City of New Orleans. You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the First Judicial District Court in the City of New Orleans, in ten days after the service hereof. Witness the Honorable C. Watts, Judge of the said Court, the 18th day of December, in the year of our Lord 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

JOHN MORRIS
v.
THEO. NICOLET and others. } No. 11940.

Sheriff's Return.

Sheriff's return on same. Received December 18th, 1834, and on the 23d same month served copy of petition and citation on A. Saillard in person. Returned December 26th, 1834.

(Signed) J. H. HOLLAND,
Deputy Sheriff.

Citation.

State of Louisiana, First Judicial District Court.

Widow John Joseph Coiron, in her own name and as natural tutrix of her four minor children, Louis, Emilie, Felix and Zeline, residing in the City of New Orleans. You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the First Judicial District Court in the City of New Orleans, in ten days after the service hereof. Witness the Honorable C. Watts, Judge of the said Court, on the 18th day of December, 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

JOHN MORRIS
v.
THEODORE NICOLET and others. } No. 11940.

Sheriff's Return.

Sheriff's return on same. Received December 18th, 1834, and on the 30th of same month served copy of petition and citation on widow J. J. Coiron in person. Returned January 3d, 1835.

(Signed) J. H. HOLLAND,
Deputy Sheriff.

Citation.

State of Louisiana, First Judicial District Court.

Mr. Felix Jean Forstall, residing in the City of New Orleans. You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the First Judicial District Court, in the City of New Orleans, in ten days after the service hereof. Witness the Honorable C. Watts, Judge of the said Court, the 18th day of December, in the year of our Lord 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

JOHN MORRIS
v.
THEODORE NICOLET and others. } No. 11940.

Sheriff's Return.

Sheriff's return on same. Received December 18th, 1834, and on 26th same month served copy of the petition and citation on Felix Jean Forstall in person. Returned December 27th, 1834.

(Signed) J. H. HOLLAND,
Deputy Sheriff.

Citation.

State of Louisiana, First Judicial District Court.

Mr. Francois Ste. Marie Coiron, residing in the City of New Orleans. You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the First Judicial District Court in the City of New Orleans, in ten days after the service hereof. Witness the Honorable C. Watts, Judge of the said Court, the 18th day of December, in the year of our Lord 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

Sheriff's Return.

Sheriff's return on same. Received December 18th, 1854, and on the 30th of same month served copies of petition and citation on Francois Ste. Marie Coiron in person. Returned January 3d, 1835.

(Signed) J. H. HOLLAND,
Deputy Sheriff.

Citation.

State of Louisiana, First Judicial District Court.

Mr. Benjamin Franklin French, residing in the City of New Orleans: You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the First Judicial District Court, in the City of New Orleans, in ten days after the service hereof. Witness the Honorable C. Watts, Judge of the said Court, the 18th day of December, in the year of our Lord 1834.

(Signed) P. LE BLANC,
Deputy Clerk.

JOHN MORRIS
v.
THEODORE NICOLET and others. } No. 11940.

Sheriff's Return.

Sheriff's return on same. Received December 18th, 1834, and served on the same day copy of petition and citation on B. F. French, by leaving the same at his domicil, corner of Barone and Canal Sts., City of New Orleans, with Mrs. French, his wife, a free person above the age of 14 years of age. Returned January 17th, 1835.

(Signed) J. H. HOLLAND,
Deputy Sheriff.

Answer of Theodore Nicolet.

Filed 27th December, 1834.

Said Nicolet for answer says: That in law the plaintiff cannot his action have and maintained in manner and form as the same is instituted, and should the Court be of opinion that the same can be so maintained, then he says, that he denies that the acts, meeting of creditors, and other proceedings set forth in said petition are null, but on the contrary he avers the same to be legal and binding upon said Morris. That after the acceptance of the surrender of the property by this Hon. Court, the same was vested in the said creditors of said Coiron, and the said Court was and is the only tribunal, which had jurisdiction over the same.

He further avers, that said Morris was present at all the meetings of the creditors of said Coiron, and had a full knowledge of all the transactions and doings touching the same. He further denies that said Morris ever was a legal and *bona fide* creditor of said Coiron, and that he is or ever was a *bona fide* or legal creditor of the estate of said Coiron, and therefore has no right to intermeddle herein. This respondent denies that he is individually, or personally responsible in the premises, having only acted as syndic, and he denies that said Morris has any right in law to participate in the fruits or revenues of said property, sold as aforesaid, or that this respondent is any manner or capacity, whatever responsible for the same or any part thereof. Wherefore he prays for judgment in his favor, and all such relief that the case may require.

(Signed) CARLETON & LOCKETT,
For Defendants.

Answer of Millandon & Lesseps.

Filed 4th March, 1835.

Answer.

Laurent Millandon and Alexander Lesseps, of the City of New Orleans, defendants in the above suit, come into the Court by their

Counsel, in obedience to the citation served on them at the suit of the said John Morris; and these defendants first beg leave to except to the actions brought against them, on the following ground:

1st. That the plaintiff has no quality whatsoever that may entitle him to bring his action in the manner and form he has been pleased to adopt.

2d. That the rights of the said John Morris, as set forth in his said petition, would authorize him only to have his remedy by means of an hypothecary action against the actual owners of the property upon which he pretends to have a mortgage.

3d. That these defendants cannot be viewed as regards the said Morris, in any other light than that of third possessors, and cannot, therefore, be traduced at the bar of this Court, until the said John Morris has satisfied to the provisions of the code of practice, relative the manner in which an hypothecary action can be brought.

4th. That the want of citation complained of by said John Morris, can entitle him to no other remedy but that of prosecuting the insolvent as if he had never failed. Wherefore, these defendants pray that the suit be dismissed. And, in case the said exceptions should not be sustained, these defendants, in answer to the said petition, aver and maintain that all the facts and allegations therein contained are false, and cannot be supported by any legal proof. And these defendants further aver that the said John Morris had full knowledge of the failure of John Coiron; of the time and place, when and where, the meeting of the creditors was to take place; that he was present at their deliberations, assisted by his counsel, and that if he abstained from taking any part in the same, it was with the malicious and fraudulent intention of availing himself of the pretended informality resulting from his alleged want of citation, in order to harass these defendants, and to obtain from them an unjust settlement of his debt. And these defendants further contend that the said John Morris had appeared at a previous meeting, whose deliberations were afterwards set aside at the suit of Theodore Nicolet; that at the said meeting, the said John Morris took part in the deliberations of the creditors and advised the sale of the property surrendered by the Insolvent, at the terms and conditions on which it was afterwards sold. And these defendants further contend that the said John Morris had full knowledge of the time and place, when and where, the sale made by the Syndic was actually effected; and these defendants, further answering, say, that they became purchasers at public auction of the property which they now hold in good faith, and have possessed and do own the same good faith. And these defendants, further answering, say, that they relied too much on the wisdom and honesty of the Syndic of the creditors of John Coiron, to suspect that he could have exposed for sale, at public auction, the property of the insolvent without being previously duly authorized to that effect. And these defendants further say, that should it be

shown that the said Syndic acted without authority, then he would be liable in law to these defendants, for any damage they might suffer thereby. They further pray that the said Theodore Nicolet, residing in the City of New Orleans, be served with a copy of this answer, and be ordered to defend to the action brought by the said J. Morris, and that by the judgment of this Court, he be made liable and responsible unto these defendants for any loss or damages which they may sustain, in case they be evicted. And these defendants further pray that inasmuch as they have made improvements upon the said property by them purchased from the said Syndic, in the sum of twelve thousand dollars, they may have judgment against the said Nicolet for the said amount, as well as for any difference which may be found between the price by them paid and that for which the property may be sold. And these defendants further pray to be tried by a Jury.

(Signed) P. SOULE,
Of Counsel for Defendants.

Citation.

State of Louisiana.—First Judicial District Court.

Mr. Theodore Nicolet, residing in the City of New Orleans:

You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies this citation, or deliver your answer to the same in the office of the Clerk of the First Judicial District Court, in the City of New Orleans, in ten days after the service hereof. Witness the honorable C. Watts, Judge of the said Court, the 4th day of March, in the year of our Lord 1835.

(Signed) P. LE BLANC,
Deputy Clerk.

Sheriff's Return.

JOHN MORRIS, *v.* THEODORE NICOLET and others. } No. 11,940.

Sheriff's return on same.—Received 4th March, 1835, and served on the 5th of said month, copy of petition and citation. Theo. Nicolet in person. Returned March 11th, 1835.

(Signed) FRED. BUISSON,
Sheriff.

Answer of Theo. Nicolet to the call of Millandon & Lesseps.

Filed 25th April, 1835.

Answer.

Said Nicolet, in his capacity of syndic in this case, says, that he is in no way individually or personally liable to the call in warranty on the part of L. Millandon and Alex. Lesseps, as claimed by them in their answer to the petition of said Morris. That he has acted as

syndic and agent of the creditors of Coiron, and that to the knowledge of said Millandon and Lesseps. Denying all the allegations in said answer of said Millandon and Lesseps, tending in any manner to charge this respondent individually or as syndic, he prays judgment in his favor with costs.

(Signed) CARLETON & LOCKETT,
For Respondents.

Order and Discontinuance.

JOHN MORRIS
v.
THEODORE NICOLET and others. } No. 11940.

On motion of D. Seghers, Esq., of counsel for the plaintiffs, it is ordered by the Court that this case be discontinued. "Extract from the minutes of 22d July, 1837."

Order.

State of Louisiana, Fifth District Court of New Orleans.

I hereby certify the foregoing to be a true and correct copy of the originals on file, and deposited in the office of this Court under the No. 11940.

In testimony whereof I have hereunto set my hand and affixed the seal of the Fifth District Court of New Orleans, at the City of New Orleans, on this seventeenth day of April, in the year of our Lord one thousand eight hundred and fifty-four, and in the seventy-eighth year of the Independence of the United States of America.

WM. A. NOTT, [L. S.]
Clerk.

COMPLAINANTS' EVIDENCE. No. 7.

Record in case of Theo. Nicolet, syndic of J. J. Coiron, v. L. Millandon & Alex. Lesseps, from Fifth District Court of New Orleans. Offered and filed April 9th, 1855.

State of Louisiana, Fifth District Court of New Orleans.

THEODORE NICOLET, Syndic of JOHN JOSEPH COIRON, Creditors,
v.
LAURENT MILLANDON and ALEX. LESSEPS. } No. 14011.

Petition.

Filed 26th, April, 1837.

To the Honorable First Judicial District Court of the State of Louisiana. The petition of Theodore Nicolet, residing at New Orleans, the syndic of the creditors of the late John Joseph Coiron,

respectfully showeth: That at the public sale of the property surrendered by the said insolvent to his creditors, which took place on the 6th of March, 1834, Laurent Millandon, residing within the First Judicial District, became the purchaser of a lot of forty-six slaves, for the price of fifteen thousand dollars, payable eighteen hundred dollars in cash, six hundred dollars on the 18th of August, 1834, and twelve thousand and six hundred dollars on the eighth of February, 1835; the two latter instalments in notes satisfactorily indorsed and secured by mortgage on the slaves. That in conformity with the said conditions, the said purchaser paid the first instalment, and subscribed his two promissory notes for the other two instalments, to the order of Alexander Lesseps, who indorsed the same, when your petitioner executed a deed of conveyance of the said slaves to L. Millandon the purchaser, before Gustave Le Gardeur, Notary Public, reserving by the same act a special mortgage on the said 46 slaves for securing the payment of the above notes, which were identified and countersigned by the notary, as the whole more fully and at large appears from the said notarial act, bearing date 22d March, 1834, wherein these forty-six slaves are specified, and a certified copy whereof is hereunto annexed for reference, and herewith filed, Sub. 1st, A.

And your petitioner further showeth, that the first of these two notes was paid at maturity, but that the second note, to wit: the note of twelve thousand and six hundred dollars, was protested for want of payment, on the 11th of February, 1835, by Carlite Pollock, Notary Public, as it appears from the deed of protest and from the original note, both hereto annexed for reference, and herewith filed, the former, Sub. 1st, B, and the latter, Sub. 1st, C. And your petitioner further showeth, that at the same public sale, Alexander Lesseps, also residing within the First Judicial District, became the purchaser. 1st. A sugar plantation, known by the name of *Monsecours*, situated in the parish of Plaquemines at the place called *Laponte du portage*, on the left bank of the Mississippi, about ten leagues below New Orleans, and measuring 39 arpents and 25 toises front on the river, by a depth of 40 arpents, and more if more there be, bounded on the lower side by the plantation called St. Sophie, now or heretofore belonging to the heirs of D'Aquin, and on the upper side by land now or heretofore belonging to Eugene Macarty, together with all the buildings and improvements, rights or privileges belonging to the said plantation, which was thus struck off to A. Lesseps for the price of seventeen thousand dollars, and five hundred dollars payable in three equal instalments, at one, two and three years' credit from the day of sale, with six per cent. per annum interest thereon, which interest was to be included in the notes, which were to be given for the price, and which were to be satisfactorily indorsed and to be secured by mortgage on the plantation. 2d. Of thirty-one slaves, for the price of twenty-two thousand six hundred and forty

dollars, payable in two equal instalments, the one on the 1st of March, 1835, and the other on the 1st of March, 1836, with interest at the rate of six per cent per annum, to be included in the notes which were to be given for the price, and which were to be satisfactorily indorsed and to be secured by mortgage on the slaves. That in conformity with these conditions, the said Alexander Lesseps subscribed nine promissory notes, all dated the 6th of March, 1834, to the order of Laurent Millandon, who indorsed the same, to wit: five notes for the price of the plantation, and four for the price of the slaves, and payable as follows: For the plantation,

A note of	$1,060 00	includ'g	$60	int.		
" "	5,123 33⅓	"	290	"	Pay'le 1 y'r after date.	
" "	1,120 33⅓	"	120	"		
" "	5,413 33⅓	"	580	"	Pay'le 2 y'rs after date.	
" "	6,883 33⅓	"	1,050	"	" 3 y'rs after date.	

And for the 31 slaves,

A note,	$5,994 30	including $679 20 interest, payable 1st March, 1835.
"	6,004 90	
"	6,333 60	including $1,358 40 interest, payable 1st March, 1836.
"	6,344 80	

And your petitioner further showeth, that on receiving these nine promissory notes, he executed a deed of conveyance of the said plantation and thirty-one slaves, to Alexander Lesseps, the purchaser, before Gustave Le Gardeur, Notary Public, reserving by the same act a special mortgage on said plantation and slaves, respectively for securing the payment of the nine above notes, which were countersigned by the notary to identify them with said act, as the whole at large appears, from the act of itself, bearing the date the 22d March, 1834, wherein the plantation and the thirty-one slaves are more fully described and specified, and a certified copy whereof is hereunto annexed for reference, and herewith filed, Sub. 1st, D. And your petitioner further showeth, that the two smaller notes, to wit: that of $1,060, and that of $1,120, were taken up, but that the seven other notes, when due, were protested for want of payment, to wit: That

Of	$5,123 33⅓,	by J. Mossy, Notary Public,	on the 9th March, 1835.
do.	5,413 33⅓,	by C. Pollock, N. P.,	on 9th March, 1836.
do.	6,883 33⅓,	by same notary,	on 9th March, 1837.
do.	5,994 30,	by A. Mazuvean, Notary Public.	Both on 4 March, 1835.
do.	6,004 90,	by Jules Mossy, Notary Public.	
do.	6,333 60,	by C. Pollock, Notary Public.	Both on the 4 March, 1836.
do.	6,344 80,	by O. De Armas, Notary Public.	

$42,097 60

All of which more fully and at large appears from the several acts of protest, and from the said original notes hereunto annexed for reference, and herewith filed respectively, sur letters E & F, G, H, I & K, L & M, N & O, P & Q, R & S. And your petitioner further showeth, that afterwards, to wit: On the 9th of June, 1834, by an act executed before Gustave Le Gardeur, notary, Laurent Millandon and Alexander Lesseps entered into a partnership, for working the said plantation for their common account, and to that effect, they did, by the same act, convey to each other the undivided moiety of all the aforementioned slaves, and of the said plantation, that is to say, that Laurent Millandon conveyed unto A. Lesseps, the undivided half of the forty-six slaves, and that the latter conveyed to L. Millandon, the undivided moiety of the plantation and of the thirty-one slaves herein aforementioned; and your petitioner further showeth, that by the same notarial act, and in consideration of the premises, the said parties bound themselves, to wit: Alexander Lesseps to pay to the discharge of Laurent Millandon, the one-half of the notes which had been given by the latter to your petitioner, in payment of the said 46 slaves, and which are herein aforedescribed, taking to that effect upon himself; also reversion for his said half of the mortgage which had been granted by L. Millandon to your petitioner, for securing the payment of his notes. And the said Laurent Millandon assumed also by the same act to pay to the discharge of Alexander Lesseps, the one-half as well of the five notes for the price of the plantation, as of the four notes for the price of the 31 slaves, which notes, nine in number, had been given to your petitioner by Alexander Lesseps, in payment of the said plantation and slaves, which he had mortgaged to secure the payment of said notes, as herein afore-recited, and of which mortgage, Laurent Millandon assumed the reversion by the said act of the 9th June, 1834; so that both Laurent Millandon and Alexander Lesseps are the joint owners of the above-mentioned plantation, and of the seventy-seven slaves are mortgaged for securing the payment of the eight notes, now under protest, and hereinafter described, and for which payment the said Millandon and Lesseps, and each of them, are personally bound in solidum; all of which at large appears from the documents A to S, already referred to in this petition, and more specially from the above-mentioned act of June 9th, 1834; a certified copy whereof is hereunto annexed for reference, and herewith filed Sub. 1st, T. And as the said Laurent Millandon and Alexander Lesseps, have hitherto refused and neglected, and do still refuse and neglect to pay the said eight protested notes, or any part thereof, though amicably thereto requested, your petitioner, therefore, prays, that a writ of seizure and sale issue directed to the Sheriff of the Parish of Plaquemines, where the property is situated, and ordering him after three day's notice, to seize the plantation and the seventy-seven slaves herein afore-described, and to sell the same according to law, to wit:

1st. The forty-six slaves (originally sold to Laurent Millandon), to pay and satisfy the sum of twelve thousand and six hundred dollars with interest thereon, at the rate of five per cent. per annum, from the eleventh day of February, 1835, till paid; and $3 costs of protest, and their proportion in the costs of the present suit. 2d. The plantation with all his dependencies (originally sold to Alexander Lesseps), to pay and satisfy the sum of seventeen thousand four hundred and twenty dollars, with interest on fifteen thousand and five hundred dollars, at the rate of six per cent. per annum as follows, to wit: On $4,833 33⅓, from March 9th, 1835; on $4,833 33⅓, from March 9th, 1836; and on $5,833 33⅓, from March 9th, 1837, respectively till paid, together with $9 costs of protest, and their proportion of the costs of the present suit. And 3d. The thirty-one slaves (also originally sold to Alexander Lesseps), to pay and to satisfy the sum of twenty-four thousand six hundred and seventy-seven dollars and sixty cents, with interest on $22,640, at the rate of six per cent. per annum, as follows, to wit; On $11,320, from March 4th, 1835, and on $11,320, from March 4th, 1836, respectively till paid, with $12 costs of protest, and their proportion of the costs of the present suit.

And your petitioner finally prays for all such other and further relief as the nature of his case may require, and as in duty bound, &c.

(Signed) D. SEGHERS,
Of Counsel.

(Signed) H. LOCKETT,
Of Counsel.

Received the nineteen documents annexed to and filed with this petition.

(Signed) D. SEGHERS.

New Orleans, June 29th, 1837.

Order.

The Court being satisfied, from the documents herewith filed, that the plaintiff, in his quality of syndic, is entitled to an order of seizure and sale in this case, it is ordered that the property mentioned in petition, be seized and sold according to law, and as prayed for.

(Signed) C. WATTS.

21st April, 1837.

Writ of Seizure and Sale.

State of Louisiana. First Judicial District Court.

The State of Louisiana. To the Sheriff of the Parish of Plaquemines. Greeting:

THEODORE NICOLET, Syndic of
JOHN JOSEPH COIRON'S Creditors,
v.
LAURENT MILLANDON and
ALEXANDER LESSEPS.

You are hereby commanded, in the name of the State of Louisiana, and of the First Judicial District Court of said State, to seize and sell according to law, the following described property, to wit:

First, a sugar plantation, known by the name of Monsecours, situated in the Parish of Plaquemines, at the place called "La Pointe du Portage," on the left bank of the Mississippi, about ten leagues below New Orleans, and measuring 39 arpents and 25 toises front on the river, by a depth of 40 arpents and more, if more there be, bounded on the lower side by the plantation called Ste. Sophie, now or heretofore belonging to the heirs of D'Aquin, and on the upper side by land, now or heretofore belonging to Eugené Macarty; together with all the buildings and improvements, rights and privileges, belonging to the said plantation, to pay and satisfy the sum of seventeen thousand four hundred and twenty dollars, with interest on fifteen thousand and five hundred dollars, at the rate of six per cent. per annum, as follows, to wit: on $4,833 33⅓, from March 9th, 1835; on $4,833 33⅓, from March 9th, 1836; and on $5,833 33⅓, from March 9th, 1837, respectively, till paid; together with $9, costs of protest, and their proportion of the present suit.

Secondly, forty-six slaves, belonging to said plantation, to wit:

1. Peter, a negro man, aged now about 36 years.
2. Smart, aged now about 27 years.
3. Natt, aged now about 36 years.
4. Paul, aged now about 22 years.
5. July, aged now about 22 years.
6. Simon, aged now about 19 years.
7. George Coffee, aged now about 22 years.
8. Panotalias Pierrot, aged now about 49 years.
9. Esther, a negro woman, aged now about 39 years.
10. Little John, aged now about 11 years.
11. Richard, aged now about 9 years.
12. Paris, now about 6 years.
13. Peggy, now about 4 years.

The four last are Esther's children.

14. Milly, a negro woman, now about 26 years.
15. Raphael, about 16 years.
16. Marcelin, about 5 years.

These two are Milly's children.

17. Prescillia, negro woman, about 44 years.
18. Sophie, about 10 years.
19. Harriet, al. Henrietta, about 8 years.

Children of Prescillia.

20. Charlotte, negro woman, about 24 years.

21. Mary Ann, her child, now about 7 years.
22. Bess or Bets, negro woman, about 32 years.
23. Baptiste, about 4½ years. } Bet's children.
24. Hilaire, about 3 years. }
25. Rose, negro woman, about 24 years.
26. Becca, Rose's child, aged about 7 years.
27. Old Elsey, negro woman, about 44 years.
28. Jessy Elsey's child, mulatto boy, aged 9 years.
29. Young Elsey, negro woman, about 22 years.
30. Bob, her child, aged about 3½ years.
31. Mary, negro woman, about 44 years.
32. Little Levy, Mary's child, aged 12 years.
33. Clarenda, negro woman, about 44 years.
34. Judith, negro woman, about 24 years.
35. Old Rachel, negro woman, about 64 years.
36. Kitty, negro woman, about 19 years.
37. Lisa, negro woman, about 19 years.
38. Jenny, negro woman, about 15 years.
39. Old Lucy, negro woman, about 64 years.
40. William, about 18 years (negro boy).
41. Jackson, about 18 years (idem).
42. Edwin, about 18 years, "
43. Scipio, about 18 years, "
44. Adams, about 16 years, "
45. Caffa, about 18 years (negro boy).
46. Frank, negro boy, about 16 years.

To pay and satisfy the sum of twelve thousand and six hundred dollars, with interest thereon, at the rate of five per cent. per annum, from the eleventh day of February, 1835, till paid; with $3, costs of protest, and their proportion in the costs of the present suit. Thirdly. Thirty-one slaves belonging to the same plantation, to wit:

1. Sam, negro, now aged about 30 years.
2. Joe Wallace, negro, now about 30 years.
3. Samuel, now about 29 years.
4. Dick, brother to Samuel, about 24 years.
5. James Affa, negro man, about 49 years.
6. Jawny, negro man, about 34 years.
7. John Affa, negro man, about 22 years.
8. Jonny, negro man, about 21 years.
9. Joe Arden, negro man, about 22 years.
10. Sandy, aged about 21 years.
11. Saunders, negro man, about 22 years.
12. Pace, negro, about 29 years.
13. Jacob, negro, about 30 years.
14. Harry, negro, about 44 years.
15. Edmond, negro, about 22 years.

16. Ismaël, negro, about 49 years.
17. Daniel, negro, about 24 years.
18. James Court, negro, about 28 years.
19. John Jack, negro, about 49 years.
20. Moses, negro boy, about 16 years.
21. Little Peter, negro boy, about 15 years.
22. Pherna, negro woman, about 34 years.
23. Dora, negro woman, about 34 years.
24. Celina, negro woman, about 18 years.
25. Amy, negro woman, about 44 years.
26. Denah, negro woman, about 49 years.
27. Rachel, negro woman, about 22 years.
28. Reriah, negro woman, about 44 years.
29. Affa, negro woman, about 39 years.
30. Francis, mulatto, about 10 years (Affa's child).
31. Sabins, negro boy, about 7 years.

To pay and satisfy the sum of twenty-four thousand six hundred and seventy-seven dollars and sixty cents, with interest on $22,640, at the rate of six per cent. per annum, as follows, to wit: on $11,320, from March 4th, 1835; and on $11,320, from March 4th, 1836, respectively, till paid; with $12, costs of protest, and their proportion of the costs of the present suit. And what you do in the premises, you make return thereof, together with this writ, to our said Court, on or before the second Monday of June next.

Witness the Honorable Charles Watts, Judge of our said Court, this twenty-sixth day of April, 1837; and in the sixty-first year of the Independence of the United States.

(Signed) THEO. LEWIS,
[SEAL.] Deputy Clerk.

Sheriff's Return.

Received April 26th, 1837; and on the 3d of May, 1837, stayed by Attorney for Plaintiffs. Returned May 8th, 1837.

(Signed) N. VERBOIS,
Sheriff of the Parish of Plaquemines.

Order of Discontinuance.

Saturday, July 22d, 1837.

THEO. NICOLET, Syndic, &c.
v.
L. MILLANDON & A. LESSEPS. } 14011.

On motion of D. Seghers, Esq., of Counsel for the testamentary executor of the plaintiff, it is ordered by the Court that this case be discontinued.

State of Louisiana. Fifth District Court of New Orleans.

I hereby certify that the foregoing petition, order of seizure and sale, execution and return thereon, and order of discontinuance, are true copies of the originals, now on file and of record in this court. Clerk's Office, 18th April, 1854.

[L. S.] P. V. LABATUT,
Deputy Clerk.

COMPLAINANTS' EVIDENCE. No. 8.

Act of Compromise between Millandon and Lesseps, of the one part, and T. B. Blanchard, Testamentary Executor of Theodore Nicolet, of the other part, passed before Felix Grima, Notary Public, on 14th July, 1837.

Compromise on Suit.

L. MILLANDON and A. LESSEPS
v.
T. B. BLANCHARD,
Executor of THEODORE NICOLET.

No. 592.
14th July, 1837.

In the City of New Orleans, State of Louisiana, this fourteenth day of the month of July, one thousand eight hundred and thirty-seven, and in the sixty-second year of the Independence of the United States of America, before Felix Grima, a notary public, duly commissioned and sworn, in and for the city and parish of New Orleans, and there residing, and in presence of the witnesses hereinafter named and subscribing, appeared Mr. Theodore Bailly Blanchard, a resident of the said City of New Orleans, acting herein in his capacity of testamentary executor of the late Theodore Nicolet, who died in this city, duly named as such executor by the terms of the olographic will of the said Theodore Nicolet, deceased, proved and filed in the Probate Court for the said city and parish of Orleans, first appearer of the one part; and Messrs. Laurent Millandon, a resident of the said city, and Alexander Lesseps, a resident of the parish of Orleans, of the second part: who did say and declare—

That, on the first of the month of May, of the present year, the said Theodore Nicolet, deceased, of the one part, and Mr. Laurent Millandon, acting as well in his own and individual name as in the name of the said Alexander Lesseps, for whom he became surety, determined the basis, clauses, and conditions of a written compromise under private seal, which was afterwards approved by Mr. Alexander Lesseps, with the view of closing a suit instituted by the said Theodore Nicolet, in his capacity of syndic of the creditors of Jean Joseph Coiron, deceased, before the honorable Court of the First Judicial District of this State, against Messrs. Laurent Millandon and Alexander Lesseps, and all disputes now existing or here-

after arising between the parties to said suit, which is indorsed as No. 14011, and entitled: Theodore Nicolet, syndic of the creditors of John Joseph Coiron *v.* Laurent Millandon and Alexander Lesseps, as the whole more fully appears by the said act under private signature; subscribed by the said parties, and dated the first of May last, which is and remains, at the request of the said appearers, annexed to the present act for reference.

And the said appearers did also declare, that the said Theodore Nicolet, having died in this city, on the third of the month of May, aforesaid, before there could be executed, between him and the said Laurent Millandon and Alexander Lesseps, an authentic act, in due form, of the compromise agreed to between them, and which was to have been executed on the part of the said Laurent Millandon and Alexander Lesseps, on the first demand of the said Theodore Nicolet, the said Theodore Bailly Blanchard, now desiring to effect a definite arrangement with the said Messrs. Laurent Millandon and Alexander Lesseps, did require them, in his capacity above mentioned of testamentary executor, to execute the compromise thus agreed upon between them and the said Theodore Nicolet, deceased.

Wherefore the parties to these presents declared and set forth: that on the twenty-first of the month of April last, the said Theodore Nicolet, deceased, in his capacity of syndic of John Joseph Coiron, instituted before the honorable the First Judicial District Court of this State, an hypothecary action against Messrs Laurent Millandon and Alexander Lesseps, which action is based on the following allegations and facts, to wit:

That, at the public sale of the property surrendered by John Joseph Coiron, insolvent debtor to his creditors, made in this city, on the sixth of the month of March, one thousand eight hundred and thirty-four, the said Laurent Millandon made himself a bidder, and became the purchaser of a lot of forty-six slaves, for the price of fifteen thousand dollars, payable eighteen hundred dollars cash, six hundred dollars the eighth of April, eighteen hundred and thirty-four, and twelve thousand six hundred dollars the eighth of February, eighteen hundred and thirty-five; these two last payments in notes satisfactorily indorsed, and secured by special mortgage on the said slaves.

That pursuant to the aforementioned adjudication, the sale of the forty-six slaves thus adjudicated, was passed by the said Theodore Nicolet, in his capacity as syndic of the creditors of John Joseph Coiron, by an act drawn up by Gustave Le Gardeur, notary of this city, on the twenty-third of March, one thousand eight hundred and thirty-four, to Mr. Laurent Millandon, who paid, conformably to the conditions of the said public adjudication, the sum of eighteen hundred dollars cash, and furnished for the two other instalments two notes by him subscribed, of the aforementioned date of the sixth of March, eighteen hundred and thirty-four, to the order of Mr. Alex-

ander Lesseps, and by him indorsed; the first of the sum of six hundred dollars, payable the eighth of August, eighteen hundred and thirty-four; and the second of the sum of twelve thousand six hundred dollars, payable the eighth of February, eighteen hundred and thirty-five.

And that to secure the faithful payment of the said notes on their maturity respectively, the said Laurent Millandon affected, and specially hypothecated the forty-six slaves, which were the object of the aforementioned sale, in favor of Theodore Nicolet, as syndic of the said creditors, as more fully appears by the before-cited act, drawn up by Gustave Le Gardeur, notary.

That the first of the two notes thus given in part payment of the price of this sale was paid on its maturity; but that disputes having arisen relative to the validity of the sale thus made, Mr. John Morris, a privileged creditor of John Joseph Coiron, for the sum of four thousand dollars, having instituted before the said First Judicial District Court of this State, a suit against Theodore Nicolet, as syndic of the said creditors, and against Messrs. Laurent Millandon, purchaser of the above-mentioned slaves, and Alexander Lesseps, purchaser of the plantation and slaves hereinafter mentioned; the said Laurent Millandon refused, by reason of the said disputes, to pay on its maturity the second note above described, namely, that of the sum of twelve thousand six hundred dollars, which was protested for non-payment, the eleventh of February, one thousand eight hundred and thirty-five.

That at the same public sale of the property surrendered by the said John Joseph Coiron to his creditors, the said Alexander Lesseps was a bidder and became the purchaser of the plantation hereinafter described, and of thirty-one slaves hereinafter named, to wit:

1st. Of a plantation, cultivated as a sugar plantation, known by the name of "Monsecours," situated in the Parish of Plaquemines, in this State, at the spot called "Pointe au Portage," on the left bank of the Mississippi River, about ten leagues below New Orleans, and measuring thirty-nine arpents, twenty-five fathoms (50 yards) front on the river, by a depth of forty arpents and more, if more there be; bounded on the lower line by the plantation called "St. Sophie," heretofore belonging to the heirs of D'Aquin; and on the upper line by a piece of ground now or heretofore belonging to Mr. Eugene Macarty, together with all the buildings, structures, incidents, dependencies, improvements, rights and privileges of the said plantation, without exception or reservation, which plantation was adjudicated to the said Alexander Lesseps, for the price of seventeen thousand five hundred dollars, payable in three equal instalments of one, two, and three years, with interest at the rate of six per cent. per annum, all on notes indorsed and secured by special mortgage on the said property.

2d. And of thirty-one slaves for the price of twenty-two thousand

six hundred and forty dollars, payable in two equal instalments, one on the first of March, eighteen hundred and thirty-five; and the other on the first of March, eighteen hundred and thirty-six, with interest at the rate of six per cent. per annum, all in notes satisfactorily indorsed, and secured by special mortgage on the said slaves.

That pursuant to the aforementioned adjudication, the act of sale of the said plantation, and of the thirty-one slaves thus adjudicated, was passed by the said Theodore Nicolet, in his aforesaid capacity, by an act drawn up by Gustave Le Gardeur, notary, in this city, on the twenty-third of March, eighteen hundred and thirty-four, to the said Alexander Lesseps, who, conformably to the terms and conditions of the said public sale, furnished for the price of the said plantation and of the said slaves the nine notes hereinafter described, all signed by him, on the sixth of March, eighteen hundred and thirty-four, to the order of Laurent Millandon, and by him indorsed, namely,

For the price of the said plantation, the five following notes, to wit:—

1st. A note of the sum of one thousand and sixty dollars, including sixty dollars interest, payable one year from its date.

2d. A note of the sum of five thousand one hundred and twenty-three dollars and thirty-three and one-third cents, including two hundred and ninety dollars interest, also payable one year from its date.

3d. A note of the sum of eleven hundred and twenty dollars, including one hundred and twenty dollars interest, payable two years from its date.

4th. A note of the sum of five thousand four hundred and thirteen dollars thirty-three and one-third cents, including five hundred and eighty dollars interest, payable also two years from its date.

5th. And a note of the sum of six thousand eight hundred and eighty-three dollars thirty-three and one-third cents, including one thousand and fifty dollars interest, payable in one year from its date.

And for the price of the thirty-one slaves aforesaid and named in the said act, the four following notes, to wit:

1st. Two notes, one of the sum of five thousand nine hundred and ninety-four dollars and thirty cents, and the other of the sum of six thousand and four dollars and ninety cents, including, together, six hundred and seventy-nine dollars and twenty cents interest, and both payable the first of March, eighteen hundred and thirty-five.

2d. And two other notes, one of the sum of six thousand three hundred and thirty-three dollars and sixty cents, and the other of the sum of six thousand three hundred and forty-four dollars and eighty cents, including, together, the sum of thirteen hundred and fifty-eight dollars and forty cents interest, and both payable on the first of March, eighteen hundred and thirty-six.

That by way of securing the faithful payment of the nine notes above described the said Alexander Lesseps affected and mortgaged, namely: the plantation above described to guarantee the payment of the five notes given for the price of the said plantation, and the thirty-one slaves named in the said act, to guarantee the payment of the four other notes given for the price of the said slaves, as the whole more fully appears by the before-cited act drawn up by Gustave Le Gardeur, Notary.

That two of the notes above described, namely: one of the sum of one thousand and sixty dollars, the other of the sum of eleven hundred and twenty dollars, were paid on their maturity, but that by reason of the aforementioned disputes, in relation to the validity of the sale thus made, the said Alexander Lesseps refused to pay on maturity the seven other notes, which were protested for non-payment on their maturity, respectively.

And the said appearers did moreover declare that Messrs. Laurent Millandon and Alexander Lesseps, after the purchase thus made by them separately, of the plantation and the slaves hereinbefore mentioned, formed an agricultural partnership for the working and improvement of the said plantation, by an act drawn up by the said Gustave Le Gardeur, Notary, on the ninth day of June, eighteen hundred and thirty-four, and that to this end the said Laurent Millandon transferred, by the said act of partnership, to the said Alexander Lesseps, the undivided half of the forty-six slaves by him purchased at the sale of the effects of the said John Joseph Coiron, and the said Alexander Lesseps, to the said Laurent Millandon, the undivided moiety of the plantation and thirty-one slaves aforementioned.

In consideration of which transfer, the said parties mutually contracted as follows: the said Alexander Lesseps to pay on account and for the discharge of Laurent Millandon, the half of the notes executed by the latter in payment of the forty-six slaves aforesaid, by assuming to this end, half of the mortgage granted by Laurent Millandon in favor of Theodore Nicolet, syndic of the creditors of the said John Jos. Coiron, to secure the payment of the notes thus executed by thesaid Laurent Millandon, by virtue of his act of purchase.

And the said Laurent Millandon contracted on his part to pay on the account and for the release of the said Alexander Lesseps, the moiety as well of the five notes executed by the latter, for the price of the said plantation, as of the four notes executed for the price of the thirty-one slaves aforementioned, by also assuming to this end the half of the mortgage granted by the said Alexander Lesseps, to secure the payment of the notes by him subscribed in furtherance of his act of purchase.

And that in virtue of the act of partnership before described, the said Laurent Millandon and Alexander Lesseps, become joint proprietors of the said plantation, and of the seventy-seven slaves appurtenant thereto.

That the notes hereinbefore described as protested for non-payment, not having been afterwards paid, the said Theodore Nicolet, as syndic of the creditors of the said John Joseph Coiron, had instituted, before the Honorable the First Judicial District Court of this State, an hypothecary action against the said Messrs. Laurent Millandon and Alexander Lesseps, and had obtained from the said Court, on the twenty-first of April last, an order of seizure and sale of the said plantation and appurtenant slaves, to the end of securing payment of the protested notes hereinafter mentioned, namely:

1. Of the forty-six slaves originally purchased by Mr. Laurent Millandon, by the before-mentioned Act, before Gustave Le Gardeur, Notary, dated the twenty-third of March, eighteen hundred and thirty-four, for payment and satisfaction of the sum of twelve thousand six-hundred dollars, with interest at the rate of five per cent. per annum, from the eleventh of February.

Calculation made on the first of May, 1837, on the grounds agreed upon in the compromise made on the said day, between Theodore Nicolet (deceased), on the one part, and Messrs. Laurent Millandon and Alexander Lesseps, on the other part.

Disbursements to be made by Messrs. L. Millandon and A. Lesseps, on common account, *i. e.*, of which one moiety is to be borne by them, and the other by the succession of the said Theodore Nicolet, deceased.

1. Surrender of the rights of John Morris to Joseph Abat, which is to be transferred to the testamentary executor of the late Theodore Nicolet, principal, . . .	$4,000 00	
Interest from the 6th December, 1836, to the 1st May, 1837, that is 147 days, at 5 per cent. per annum, . . .	81 66	
		$4,081 66
2. Costs of Suit, No. 11,940, of Jno. Morris, *v.* Nicolet and others, namely:		
To the Clerk of the District Court, .	120 25	
To A. B. Buisson, Sheriff of New Orleans, ...	13 67	
To A. Morgan, ex-Sheriff, . . .	15 50	
To the Sheriff of the Parish of Plaquemines, ...	8 00	
		157 42
3. Costs of Suit, No. 1400, of Theodore Nicolet, Syndic, &c., *v.* L. Millandon and A. Lesseps, namely:		
To the Clerk of the District Court, .	34 25	
To a Sheriff of New Orleans, . .	6 50	

To a Sheriff of Parish Plaquemines, .	43 63	
		84 38
		$4,323 46
Of which the moiety for each is, ...		$2,161 73

Regulation of the Amount of the Debt of Messrs. Millandon and Lesseps, principal and interest, as set forth in the petition, namely:

Note of Laurent Millandon for the forty-six slaves, due 11th February, 1835, amounting to, ...	$12,600 00	
Costs of protest of said note, . . .	3 00	
Interest on the same from 11th February, 1835, to 1st May, 1837, *i. e.*, 811 days, at 5 per cent. per annum, . . .	1,419 25	
		$14,022 25
Notes of A. Lesseps for the plantation, .	17,420 00	
Costs of three protests, ...	9 00	
Interest on $4,833 33⅓, from the 9th March, 1835, to the 1st May, 1837, 785 days, at 6 per cent. per annum, . .	623 33	
Interest on $4,833 33⅓, from the 9th March, 1836, to the 1st May, 1837, 409 days, at 6 per cent., ...	342 00	
Interest on $5,833 33⅓, from 9th March, 1837, to 1st May, 1837, 54 days, at 6 per cent., ...	52 40	
		18,455 73
Notes of A. Lesseps for the slaves, . .	24,677 60	
Costs of four protests, ...	12 00	
Interest on $11,320 from 4th March, 1835, to 1st May, 1837, 790 days, at 6 per cent.,	1,489 45	
Interest on $11,320 from 4th March, 1836, to 1st May, 1837, 424 days, at 6 per cent.,	800 00	
		26,979 05
Amount of the principal, interest, and costs of protests, ...		$59,457 00
Deduct for the moiety the common expenses given in detail on the opposite (preceding) page, ...		2,161 73

Balance due by Messrs. L. Millandon and A. Lesseps, 1st May, 1837, . . .		$57,295 30
Which balance forms a new capital (principal), to be divided into five terms of payment, which gives for each term a principal of $11,459 06.		
First term, from the 1st May, 1837, of three months, due the 4th August, 1837, principal, ...	$11,459 06	
Interest of 90 days, at 6 per cent., . .	183 35	
		$11,642 41
Second term, from the 1st May, 1837, at 8 months, due the 4th February, 1838, principal, ...	11,459 06	
Interest of 280 days, at 6 per cent., . .	534 77	
		11,993 83
Third term, from the 1st May, 1837, at 12 months, due the 4th May, 1838, principal,	11,459 06	
Interest of 369 days, at 6 per cent., . .	704 95	
		12,163 81
Fourth term, from the 1st May, 1837, at 15 months, due the 4th April, 1838, principal, ...	11,459 06	
Interest of 461 days, at 6 per cent., . .	880 46	
		12,339 52
Fifth term, from the 1st May, 1837, at 8 months, due 4th Nov., 1838, principal, .	11,459 06	
Interest of 553 days, at 6 per cent., . .	1,056 17	
		12,515 23
Total of the five terms, or instalments,		$60,654 80

Which instalments or notes, in case of non-payment on their maturity, respectively, shall then bear interest at the rate of ten per cent. per annum, from the day of maturity to that of full payment.

Ne varietur. New Orleans, this 14th July, 1837.

Original signed, Theo. Guyol, L. Millandon, A. Lesseps, T. Courtin, Th. Bailly Blanchard.

F. GRIMA,
Notary Public.

Eighteen hundred and thirty-five, to final payment, together with three dollars for costs of protest, on the note of said sum, and their proportion in the costs of the suit hereinafter mentioned.

2. Of the said plantation, established as a sugar plantation, with all its appurtenances, originally sold to said Alexander Lesseps, by

the before-cited act, before Gustave Le Gardeur, Notary, dated the twenty-third of March, eighteen hundred and thirty-four, to the end of paying and satisfying the sum of seventeen thousand four hundred and twenty dollars, with interest at the rate of six per cent. per annum, on the sum of fifteen thousand five hundred dollars, as follows, to wit:

On the sum of four thousand eight hundred and thirty-three dollars thirty-three and one-third cents, from the ninth of March, eighteen hundred and thirty-five.

On the like sum of four thousand eight hundred and thirty-three dollars thirty-three and one-third cents, from the ninth of March, eighteen hundred and thirty-six.

And in the sum of five thousand eight hundred and thirty-three dollars thirty-three and one third cents, from the ninth of March, eighteen hundred and thirty-seven, respectively, to final payment, together with nine dollars for costs of protest on the said notes, and the proportion to be paid by the said Laurent Millandon and Alexander Lesseps, of the costs of this suit.

3. Of the thirty-one slaves also originally purchased by the said Alexander Lesseps, as appears by the afore-mentioned act of sale, to the end of paying and satisfying the sum of twenty-four thousand six hundred and seventy-seven dollars and sixty cents, with interest at the rate of six per cent. per annum, on the sum of twenty-two thousand six hundred and forty dollars, as follows, to wit:

On the sum of eleven thousand three hundred and twenty dollars, from the fourth day of March, eighteen hundred and thirty-five.

And on a like sum of eleven thousand three hundred and twenty dollars, from the fourth day of March, eighteen hundred and thirty-six, respectively, to date of full payment, together with twelve dollars, costs of protest, and such proportion of the costs of the above-mentioned suit, as is to be paid by the said parties.

The appearers moreover declared, that the order of seizure and sale of the plantation and slaves aforesaid, was suspended by the consent given by the said Theodore Nicolet, deceased, in the act under private seal hereto annexed, in virtue of the compromise, the clauses and conditions whereof were determined between him and the Laurent Millandon and Alexander Lesseps, by the hereinafter mentioned act, under private signatures.

And that finally by the aforesaid act hereto annexed, it was determined and agreed between the said Theodore Nicolet, deceased, on one part, and the said Laurent Millandon and Alexander Lesseps, on the other part, that an end should be put to the suit instituted by Theodore Nicolet, as syndic of the creditors of John Joseph Coiron, before the First District Court of this State, against Laurent Millandon and Alexander Lesseps, on the following conditions, to wit:

"That there shall be a recapitulation (relevé) of the sums due by Messrs. Laurent Millandon and Alexander Lesseps, as well of the

principal as of interest, calculated on the bases laid down in the petition of the said Theodore Nicolet, and also of the costs of protest."

"That the parties will repay, at their common cost, to Mr. Joseph Abat of this city, the real price of the transfer made to him by John Morris, of the rights and actions described in suit No. 11,940, hereinbefore mentioned, instituted by the said John Morris, against Messrs. Theodore Nicolet, Laurent Millandon, Alexander Lesseps and others, before the said First District Court. That the said parties will also pay in common, to Mr. Joseph Abat, interest on the price of the transfer thus made, from the date of the above-mentioned transfer to the day of actual repayment, at the legal rate of five per cent. per annum—all conformably to article 2622 of the Civil Code of the State of Louisiana."

"That Joseph Abat will transfer the rights which *which* were ceded to him by John Morris, in favor of the said Theodore Nicolet, who will be sole owner thereof, but under the condition that he shall never use them to trouble or disturb in any manner soever, Messrs. Laurent Millandon and Alexander Lesseps, in the peaceable possession and enjoyment of the plantation, slaves, and other objects by them acquired at the sale of the effects surrendered by the said John Joseph Coiron to his creditors."

"That the suit instituted before the said First District Court by John Morris, against Theodore Nicolet et al., under the number 11,940, above mentioned, shall be discontinued, and that the costs thereof shall be paid in common; that is to say, by Theodore Nicolet, one half, and by Laurent Millandon and Alex. Lesseps, the other half.

"That the before-mentioned suit instituted by the said Theodore Nicolet, under number 14,011, before the said District Court, for the purpose of obtaining the seizure and sale of the plantation and slaves acquired by the said Laurent Millandon and Alexander Lesseps, shall also be discontinued immediately after the accomplishment of the compromise agreed to between the said parties; the costs of said suit to be paid, also, by the said parties, in the above-mentioned manner.

"That there shall be made a recapitulation of the different sums to be paid by the said parties at their mutual cost; that Laurent Millandon, for himself and Alexander Lesseps, will advance the whole of these sums, the half of which shall be deducted from the total amount of the debt due by the said Laurent Millandon and Alexander Lesseps, including principal, interest and costs of protest, calculated on the bases laid down in the petition of the said Theodore Nicolet.

"That the balance which remains due after the deduction thus made, shall form a capital which shall bear interest at the rate of six per cent. per annum, and which shall be repayable in the following manner, to wit:

One-fifth in three months from the first of May, last, one fifth in

nine months, one fifth in twelve moths, one fifth in fifteen months, and one fifth in eighteen months, respectively, from the first day of May aforesaid; the whole to be payable in notes subscribed by Laurent Millandon, to the order of and indorsed by Alexander Lesseps, which notes shall include the principal and interest to their maturity, respectively, and shall be secured by mortgage, as well on the plantation and slaves described in the petition of the said Theodore Nicolet, as on the additional slaves placed on the said plantation by Laurent Millandon and Alexander Lesseps.

"That in case of delay in the payment of any of the notes, to be emitted by virtue of the aforesaid act under private signature, the notes thus unhonored shall bear interest at the rate of ten per cent. per annum from the date of their maturity to that of final payment, which eventual interest shall be also secured by the same mortgage; but this clause shall not authorize Messrs. Laurent Millandon and Alexander Lesseps to delay the payment of any of the said notes after their maturity, respectively, nor shall this new mortgage cause a novation of the privileged mortgage of the vendor, which shall continue to exist conjointly with the new mortgage up to final payment of the new notes, which are to be emitted in virtue of the above mentioned conditions, without, however, allowing a double use to result therefrom. It being understood that the re-presentation of the new notes thus emitted and duly receipted, shall authorize the said Laurent Millandon and Alexander Lesseps to cause to be erased and annulled, as well the old mortgages as the new, which is to be consented to by virtue of the compromise agreed upon between the parties.

"And, finally, that the said Theodore Nicolet, in his capacity as Syndic of the creditors of the said John Joseph Coiron, shall deposit in the Court the tableau of distribution of the proceeds arising from the sale of the effects surrendered by the said debtor, within three months from the day on which the compromise projected between the said parties shall have been executed, and that he shall follow up the homologation of the said tableau."

Wherefore, the said Theodore Bailly Blanchard, in his capacity as testamentary executor of the late Theodore Nicolet, of the one part, and the said Laurent Millandon and Alexander Lesseps, of the other part, with the view of putting an end to the above-mentioned suit, which is still pending before the Honorable Court of the First Judicial District of this State, and of executing the compromise, the clauses of which have been agreed upon in the above-mentioned act under private signature, have, irrevocably, as an amicable arrangement, agreed upon and entered into the following compromise respecting the suit, to wit:

Article First.

The said Laurent Millandon and Alexander Lesseps, obligate themselves by these presents, to make for the common account of the said parties, the disbursements of the following sums, of which one half is to be borne by them and the other half by the succession of the said

Theodore Nicolet, deceased, and to pay, consequently, the following sums, to wit:

1st. To Joseph Abat, of this city, the sum of four thousand dollars, the amount of principal due to him as transferree of the rights of John Morris, mortgage creditor of J. J. Coiron, in virtue of an act passed before the Judge of the Parish of Plaquemines; which rights were transferred by the said John Morris to the said Joseph Abat, by an act under private signature, dated the sixth of December, eighteen hundred and thirty-six. The said Laurent Millandon and Alexander Lesseps, obligating themselves [in virtue] by these presents, to cause the transfer of the above-mentioned rights to be made immediately after the signature of the present compromise, by the said Joseph Abat, to the said Theodore Bailly Blanchard, as Testamentary Executor of the late Theodore Nicolet, under the sole condition stipulated in the draft of compromise under private signature hereto annexed; that is to say, that the said transfer shall never be used to molest or disturb, in any way soever, the said Laurent Millandon and Alexander Lesseps, in the peaceable possession and enjoyment of the plantation, slaves, and other effects acquired by them, at the sale of the property surrendered by John Joseph Coiron to his creditors.

2d. The interest on the said sum of four thousand dollars, at the rate of five per cent. per annum, calculated from the sixth of December, eighteen hundred and thirty-six, to the first of May, eighteen hundred and thirty-seven; which interest amounts to eighty-one dollars, sixty-six cents, and with the above-mentioned principal forms the sum total of four thousand and eighty-one dollars and sixty-six cents, ... $4,081 66

3d. To the clerk of the First Judicial District Court, the sum of one hundred and twenty dollars and twenty-five cents.

To Frederick Buisson, present sheriff of the Parish of Orleans, thirteen dollars and sixty-seven cents.

To George W. Morgan, heretofore sheriff of the said parish, fifteen dollars and fifty cents.

To the Sheriff of the Parish of Plaquemines, in this State, the sum of eight dollars: forming together a sum total of one hundred and fifty-seven dollars and forty-two cents, due for costs of suit No. 11940, instituted by the said John Morris against Theodore Nicolet and others, before the said First Judicial District Court, . 157 42

4th. To the Clerk of the said District Court, the sum of thirty-four dollars and twenty-five cents.

To the Sheriff of the Parish of Orleans, the sum of six dollars and fifty cents.

And to the Sheriff of the Parish of Plaquemines, in

this State, the sum of forty-three dollars and sixty-three cents: forming together the sum total of eighty-four dollars and thirty-eight cents, due for the costs of suit No. 14011, instituted by Theodore Nicolet, syndic of the creditors of John Joseph Coiron, against Laurent Millandon and Alexander Lesseps, ... $84 38

Total amount of the disbursements to be made by Laurent Millandon and Alexander Lesseps, the sum of four thousand three hundred and twenty-three dollars and forty-six cents, ... $4,323 46

Of which, the moiety to be paid by each of the said parties, is the sum of two thousand one hundred and sixty-one dollars and seventy-three cents, ... 2,161 73

Article Second.

The said Laurent Millandon and Alexander Lesseps, on the one part, and the said Theodore Bailly Blanchard, in his capacity of testamentary executor of the late Theodore Nicolet, on the other part, declare, by these presents, that they have determined the amount of the debt of said Laurent Millandon and Alexander Lesseps, principal and interest, according to the cases laid down in the petition presented by the said late Theodore Nicolet against them, as the whole appears by the account hereto annexed, which has been approved and signed by the said parties here present, and countersigned and paraphed *Ne varietur* by the undersigned notary.

Article Third.

The said Laurent Millandon and Alexander Lesseps acknowledge, by these presents, that they are debtors of the said Theodore Nicolet, syndic of the creditors of John Joseph Coiron, a deduction of the moiety being made of the costs in common to be paid by the said parties, as the amount of these costs is above detailed, of a balance, principal, and interest, calculated to the first of May, of the present year, amounting to the sum of fifty-seven thousand two hundred and ninety-five dollars and thirty cents: which balance the said Laurent Millandon and Alexander Lesseps promise and bind themselves in solido to pay, with interest at the rate of six per cent. per annum, in the manner following, to wit: one-fifth in three months, from the first of May last; one-fifth in nine months; one-fifth in twelve months; one-fifth in fifteen months; one-fifth in eighteen months, respectively, from the first of May above mentioned. In consequence thereof, and conformably to the clauses and conditions stipulated between the said parties in the act under private signature thereto annexed, the said Laurent Millandon and Alexander Lesseps have produced and furnished five notes, all subscribed by the said Laurent Millandon, dated the first of May, eighteen hundred and thirty-seven, to the order of and indorsed by Alexander Lesseps, as follows:

1st. A note, payable three months from date, of the sum of eleven thousand six hundred and forty-two dollars and forty-one cents, the amount of the fifth of the principal above mentioned, adjusted on the first of May last, and of the interest at the rate of six per cent. per annum: which interest amounted to one hundred and eighty-three dollars and thirty-five cents, ... $11,642 41

2d. A note, payable nine months from the same date, of the sum of eleven thousand nine hundred and ninety-three dollars and eighty-three cents, the amount of the fifth of the above-mentioned principal, and the interest at the rate of six per cent. per annum: which interest amounted to the sum of five hundred and thirty-four dollars and seventy-seven cents, ... 11,993 83

3d. A note payable twelve months from the same date, of the sum of twelve thousand one hundred and sixty-three dollars and eighty-one cents, the amount of the fifth of the aforesaid principal, and of the interest at the rate of six per cent. per annum, and which interest amounted to the sum of seven hundred and forty dollars and seventy-five cents, ... 12,163 81

4th. A note payable fifteen months from the same date, of the sum of twelve thousand three hundred and thirty-nine dollars and fifty-two cents, the amount of the fifth of the aforesaid principal, and the interest at the rate of six per cent. per annum, which interest amounted to the sum of eight hundred and eighty dollars and forty-six cents, ... 12,339 52

5th. And a note of the sum of twelve thousand five hundred and fifteen dollars and twenty-three cents, the amount of the fifth of the principal above mentioned, and the interest at the rate of six per cent. per annum, which interest amounted to the sum of one thousand and fifty-six dollars and seventeen cents, the said note payable in eighteen months from the first of May aforesaid, . 12,515 23

Which notes amount, together, in principal and interest, to the sum total of sixty thousand six hundred and fifty-four dollars and eighty cents, ... $60,654 80

And the said notes, after having been countersigned and paraphed *ne varietur* by the undersigned notary, to be identified with the present act, shall remain by consent of the parties thereto in the hands of the undersigned notary, until the fulfilment of the conditions hereinafter expressed.

Article Fourth.

It is agreed between the parties that the notes above described, and issued by virtue of these presents, shall bear interest at the rate of ten per cent. per annum, in case of non-payment on their maturity,

respectively, until perfect payment, to be reckoned from the maturity of each of the said notes. It being understood, however, that the present clause shall not be so interpreted as to authorize the said Laurent Millandon and Alexander Lesseps to renew any of the said notes, or delay the payment thereof, under any pretext whatever.

Article Fifth.

For the purpose of insuring the faithful payment of the said notes on their respective maturity, and also of all eventual interest which may hereafter be due on each of the said notes, in case of non-payment, as herein before expressed, the said Laurent Millandon and Alexander Lesseps declare by these presents, that they do affect, obligate, and specially mortgage, in favor of the said Theodore Bailly Blanchard, in his capacity aforesaid, and in favor of every holder of the said notes until perfect payment thereof,

1st. The said plantation, established as a sugar plantation, known under the name of "Mon Secours," situated in the parish of Plaquemines, in this State, at the place called "La Pointe du Portage," on the left bank of the Mississippi River, about ten leagues below New Orleans, and measuring thirty-nine arpents and twenty-five fathoms front on the river, by a depth of forty arpents and more, if more there be (*et plus s'il s'en trouve*), bounded on the lower side by the plantation called "Sainte Sophie," formerly belonging to the heirs of D'Aquin, and on the upper line by a piece of ground now or heretofore belonging to Mr. Eugene Macarty; together with all the buildings, structures, improvements, circumstances, and dependencies, of the said plantation, without exception or reservation.

2d. The slaves, whose names and ages follow, who are attached to the said plantation and depend thereon, namely:

Sam, negro, now about thirty years old; Joe Wallace, about thirty; Samuel, about twenty-nine; Dick, about twenty-four years; James Affee, about forty-nine years; Sawny, about thirty-four years; John Affee, about twenty-two years; Young, about twenty-one years; Joe Arden, about twenty-two years; Sandy, about twenty-one years; Saunders, about twenty-two years; Fed, about twenty-nine years; Jacob, about thirty years; Harry, about forty-four years; Edmund, about twenty-two years; Ishmael, about forty-nine years; Daniel, about twenty-four years; James Court, about twenty-eight years; John Jack, about forty-nine years; Moses, about sixteen years; Little Peter, about fifteen years; Thema, negress, aged about thirty-four years; Doid, aged about thirty-four years; Celina, about eighteen years; Amy, about forty-four years; Dinah, about forty-nine years; Rachael, about twenty-two years; Rinat, about forty-four years; Affa, about thirty-nine years, and her two children, namely, Francis, aged ten years, and Sabine, aged seven years; Peter, negro, aged thirty-six years; Smart, aged about twenty-seven years; Natt, aged about twenty-

seven years; Paul, about twenty-two years; Juby, about twenty-two years; Simon, about nineteen years; George Coffee, about twenty-two years; Parrot *alias* Pierrot, aged about forty-nine years; Esther, negress, aged about thirty-nine years, and her four children, namely, Little John aged about eleven years, Richard about nine years, Paris about six years, and Peggy about four years; Milly, aged about twenty-six years, and her two children, namely, Raphael aged about six years, and Marceline about five years; Priscilla, negress, aged about forty-four years, and her two children, namely, Sophia aged about ten years, and Henrietta, about seven years; Charlotte, negress, aged twenty-four years, and her child named Mary Anne, aged seven years; Bess *alias* Bets, negress, aged thirty-two years, and her two children, namely, Baptiste aged five years, and Hilaire three years; Rose, negress, aged twenty-four years, and her child named Becca, aged about seven years; Old Elsey, aged about forty-four years, and her child named Jessy, mulatto, aged about nine years; Young Elsey, negress, aged nineteen years, and her child named Bob, aged about three and a half years; Mary, negress, aged about forty-four years, and her child named Little Levy, aged about twelve years; Clarenda, negress, aged forty-four years; Judith, about twenty-four years; Old Rachel, about sixty-four years; Kitty, about nineteen years; Liza, about nineteen years; Jenny, about fifteen years; Old Lucy, about sixty-four years; William, negro, aged about eighteen years; Jackson, about eighteen years; Edwin about eighteen years; Scipio, about eighteen years; Adams, about sixteen years; Caffa, about eighteen years; and Frank, about sixteen years.

The said plantation established as a sugar plantation, and the above-named slaves belong in common to the said Laurent Millandon and Alexander Lesseps, who became joint owners thereof, by means of the partnership formed between them for the cultivation of the said plantation, by the before-cited act before Gustave Le Gardeur, Notary of this city, dated the ninth of June, eighteen hundred and thirty-four.

And to secure more fully the payment of the notes antecedently described and subscribed in virtue of the present act, on their respective maturity, the said Laurent Millandon and Alexander Lesseps, declare by these presents, that they do affect and specially mortgage, in favor of the said Theodore Bailly Blanchard as aforesaid, the following slaves, to wit:

Elizabeth, negress, aged about twenty-two years, purchased by Laurent Millandon, from W. H. Farie, by act passed before Louis T. Caire, Notary, in this city, on the 24th day of May, eighteen hundred and thirty-four, and now defendant on the said partnership; Anna, negress, aged about twenty-eight years, belonging to the said Laurent Millandon and Alexander Lesseps, by means of the purchase thereof made by them, from the syndics of the creditors of Edward Guerin

by act passed before me on the eighth of August, eighteen hundred and thirty-four.

Aaron, negro, aged about twenty-seven years, belonging to the said Millandon and Lesseps, by means of the purchase made by them from the succession of Henry Agenor Bosque, by act passed before Carlile Pollock, on the eighteenth of July eighteen hundred and thirty-six. And Reine, a griffe woman, aged about twenty-one years, belonging to them by means of the purchase made by them from Adelaide Ferrand, free colored woman, by act passed before Louis Ferrand on the ninth of April, eighteen hundred and thirty-six.

Article Sixth.

It is expressly understood between the parties to these presents, that nothing herein contained shall be so construed, as to cause a novation of the antecedent debt of the said Laurent Millandon and Alexander Lesseps, by virtue of their acts of purchase of the said plantation and the slaves pertaining thereto. And that by the new mortgage created by virtue of these presents, there shall in no manner be caused a novation of the privileged mortgage of the vendor, on which rests the suit before mentioned, prosecuted by the late Theodore Nicolet as syndic aforesaid, against the said Laurent Millandon and Alexander Lesseps: which mortgage, by express consent of the parties, shall continue and subsist conjointly with the new mortgage, until final payment of the new notes subscribed by virtue of the present act: But, however, without the possibility of a double use thereof resulting therefrom.

Article Seventh.

It is moreover agreed between the parties, that the note of the sum of twelve thousand six hundred dollars, originally subscribed by Mr. Laurent Millandon, by virtue of his aforesaid act of purchase in part payment of the forty-six slaves acquired by him (which note was protested for non-payment on its maturity), and the notes subscribed by Mr. Alexander Lesseps, one of the sum of five thousand one hundred and twenty-three dollars thirty-three and one-third cents, another of the sum of five thousand four hundred and thirteen dollars thirty-three and one-third cents,—a third of the sum of six thousand eight hundred and eighty-three dollars thirty-three and one-third cents; the fourth, of the sum of five thousand nine hundred and ninety-four dollars and thirty cents; the fifth, of the sum of six thousand and four dollars and ninety cents; the sixth, of the sum of six thousand three hundred and thirty-three dollars and sixty cents; and the seventh, of the sum of six thousand three hundred and forty-four dollars and eighty cents, all originally furnished by the said Alexander Lesseps, by virtue of his act of purchase before mentioned, in part payment of the said plantation established as a sugar plantation, and of the thirty one slaves purchased by him of the

syndic of the creditors of the said John Joseph Coiron, which notes were also protested for non-payment, shall remain as a deposit, for collateral security, until full payment of the notes subscribed in virtue of the present act, in the hands of Mr. Theodore Bailly Blanchard, who acknowledged the possession thereof, by these presents, and promises to keep them as a deposit for collateral security of the notes issued by virtue of these presents, to be by him restored to the said Laurent Millandon and Alexander Lesseps, as soon as the notes issued in consideration of the present compromise shall be paid.

It is moreover expressly understood by the parties, that the production of the said new notes well and duly receipted, shall entitle Laurent Millandon and Alexander Lesseps, to cause to be erased and annulled both the old mortgages recorded by virtue of their beforementioned act of purchase and the new mortgage agreed to by virtue of these presents:

And the undersigned Notary is by the present act authorized, on the producing to him of the new notes above mentioned, duly paid and receipted in bank on the hands of all last holders thereof, to deliver to the said Messrs. Laurent Millandon and Alexander Lesseps, a certificate in conformity to the 3346th article of the Civil Code of the State of Louisiana, for the raising of the mortgages above mentioned.

Article Eighth.

And it is finally agreed by the parties, that the said Theodore Bailly Blanchard shall be required, as he has obligated himself to do by these presents, to deposit in Court, at the latest before the first day of the month of September next, and before that if possible, the tableau of distribution of the funds arising from the sale of the effects of John Joseph Coiron, insolvent debtor, and that he shall prosecute the homologation of the said tableau.

And, until the said tableau of distribution shall have been duly homologated by judgment of the said Court, it is expressly agreed and understood between the parties, that the notes issued by the said Laurent Millandon and Alexander Lesseps in virtue of the present act, shall remain deposited in the hands of the undersigned notary, who, by these presents acknowledges the receipt of the said notes in deposit, and will, as he hereby obligates himself to do, put them for collection in the State Bank of Louisiana in this city, on his own account, as notary, recover the amounts thereof on their maturity, and retain the whole, to be by him handed over to the said Theodore Bailly Blanchard in his said capacity, so soon as the said tableau of distribution shall have been homologated by judgment of the said First Judicial District Court of this State.

Article Ninth.

In consideration of these presents, all suits and contests now existing, or hereafter arising between the parties remain quieted and

dormant (*éteints et assoupis*), and the said parties, in their respective capacities, renounce all rights, actions and claims, which may be contrary to the agreements above made and established, according to the clauses of the act under private signature hereto annexed, passed between the said Laurent Millandon and Alexander Lesseps on the one part, and the said deceased Theodore Nicolet, on the other part. And by the execution of these presents, the said parties shall be respectively acquitted and discharged from all other obligations towards one another.

According to two certificates of the Parish Judge and ex-officio Recorder of Mortgages for the said Parish of Plaquemines, dated the twelfth of May last, and hereto annexed for reference, it is certified that there are no other mortgages recorded in the name of the said Laurent Millandon and Alexander Lesseps against the plantation described herein and the slaves thereto attached, acquired by them from the syndic of J. J. Coiron, than the following namely:

1st. That granted by Laurent Millandon in favor of Theodore Nicolet, syndic of the creditors of the said J. J. Coiron, by his act of purchase of the forty-six slaves above mentioned, passed before Gustave Le Gardeur, Notary, on the twenty-second day of March, eighteen hundred and thirty-four, to secure the payment of the sum of thirteen thousand two hundred dollars, of which mortgage Alex. Lesseps has assumed the moiety, by an act passed before the same notary on the ninth of June of the same year.

2d. And that granted by the said Alexander Lesseps in favor of the said syndic by his act of purchase of the said plantation of the thirty-one slaves thereto attached, against the said plantation and the said slaves, as results from the said act passed before Gustave Le Gardeur, on the twenty-second day of March aforesaid, to secure the sum of forty-four thousand two hundred and seventy-seven dollars and sixty cents, of which mortgage the said Laurent Millandon has assumed the moiety, by an act passed before the same notary on the ninth day of June of the same year.

And according to a certificate of the Recorder of Mortgages for the City and Parish of New Orleans, dated the tenth of July, instant, and annexed to the present act for reference, it is certified that there are no other mortgages recorded in this city against the said Laurent Millandon and Alexander Lesseps, on the slaves Elizabeth, Anna, Aaron, and Rime, mortgaged by these presents for greater security, than the following, to wit:

1st. That which they granted by an act passed before Carlile Pollock, notary in this city, on the eighteenth day of July, eighteen hundred and thirty-six, in favor of the succession of Agenor Bosque, on the negro Aaron, to secure one thousand and ten dollars, on which sum five hundred dollars have been paid according to the registers.

2d. The general mortgage in favor of Mrs. Maria Marietta Tremé,

wife of the said Alexander Lesseps, resulting from his contract of marriage, by the act passed before Marc Lafitte, then a notary in this city, dated the first of November, eighteen hundred and twenty.

3d. The general mortgage in favor of Mrs. Maria Martha Elmira Montreuil, wife of the said Laurent Millandon, resulting from an act passed before Octave de Armas, Notary in this city, dated the twentieth of August, eighteen hundred and thirty, by which the said Laurent Millandon acknowledges the receipt on account of his said wife, of the sum of three thousand three hundred and ten dollars.

4th. And the general mortgage in favor of the said Mrs. Millandon, resulting from an act passed before Gustave Le Gardeur, Notary, on the first day of July eighteen hundred and thirty-three, by which the said L. Millandon acknowledges the receipt, on account of his said wife, of the sum of two thousand nine hundred and sixty-four dollars, of which sum the said L. Millandon has taken charge.

And the said Mrs. Millandon and Lesseps are about to renounce the above-mentioned mortgages, together with all other rights and privileges on the plantation, and the slaves mortgaged by virtue of these presents.

To this end the said Laurent Millandon and Alexander Lesseps have retired, after having previously authorized, as they do authorize by these presents, namely: the said Laurent Millandon, the said Mrs. Maria Martha Elmira Montreuil, his wife, and the said Alexander Lesseps, the said Mrs. Maria Marietta Treme, his wife, both now here present, to renounce, in the present act, all their matrimonial, dotal, paraphernal and other rights on the property described in these presents. And the said Millandon and Lesseps having thus retired, the said Mrs. Maria Martha Elmira Montreuil and Maria Marietta Treme, after reading made to them by the undersigned Notary, of the mortgage granted by virtue of the present act, have declared, out of the presence of the said L. Millandon and A. Lesseps, that they do consent thereto and approve the same.

And the said Mrs. Maria Martha Elmira Montreuil, wife of Laurent Millandon, and Mrs. Maria Marietta Treme, wife of Alexander Lesseps, having also declared that it was their intention, respectively, to renounce all the rights, matrimonial, dotal, paraphernal and others, and all privileges and mortgages which they are or might be entitled to exercise against the plantation and slaves mortgaged by virtue of these presents, the undersigned Notary observed to them that before receiving their signatures to these presents, it was his duty to inform them of the nature of their rights, and of the effect of their renunciation. Whereupon the undersigned Notary declared to the said ladies so appearing, that the laws of the State of Louisiana, grant to a married woman, a general mortgage on all the property of her husband, as well as the community property.

1. For the restitution of her dowry, as well as for the replacing

of her dotal effects which she brought at the time of her marriage, and this from the time of the celebration of the marriage.

2. For the restitution or the replacing of the dotal effects, which she acquired during the marriage, either by succession or by donation, from the day on which such succession devolved on her, or such donation began to have its effect.

3. For the reimbursement of such debts as she may have contracted with her husband, and for the reinvestment of personal property, alienated from the day of the obligation or of the sale.

4. For the security of the obligations imposed on the husband, in cases in which he shall have enjoyed the paraphernal effects of his wife, or for the reimbursing of their price in cases in which they shall have been alienated by his wife, and he have received the price of the same, or otherwise profited thereby.

And finally, that by renouncing the above-mentioned rights, they lose now and forever, the power of repudiating the present act, either personally or by any other person.

And the said Laurent Millandon and Alexander Lesseps, having again appeared to affix their signatures to these presents, the said Mrs. Maria Martha Elmira Montreuil, wife of the said Laurent Millandon, and Mrs. Maria Marietta Treme, wife of the said Alexander Lesseps, declared that they are perfectly informed of the rights which the law grants to them on the property of their said husband, and that, of their own free will and accord, they do formally renounce by these presents, the exercise of all their rights, matrimonial, dotal, paraphernal and others, every recorded, legal, or tacit mortgage, and all privileges and other rights which the laws of this State grant to them on the property and slaves, mortgaged by virtue of the present act. And that they transfer to the said Theodore Bailly Blanchard, in his said capacity, all their said rights and others of any nature soever, in and to the said plantation and slaves, so mortgaged by virtue of these presents, authorizing him in such capacity to avail himself of them, both judicially and otherwise, towards and against any one interested therein (*qui de droit*).

Which done and passed at New Orleans, in the office of the undersigned Notary, the day, month, and year aboved stated, in presence of Messrs. Theodore Guyol and Jacques Anatole Courtin, competent witnesses, residents of this city, who have signed these presents, with the parties and me the Notary, after the reading thereof.

Original signed L. Millandon, A. Lesseps, Elmira Millandon, née (Com.) Montreuil, Theo. Bailly Blanchard, Treme Lesseps, Theo. Guyol, F. Courtin.

F'X GRIMA,
Notary Public.

Certificate.

I do hereby certify that the above and foregoing is a true and

perfect copy of the original act, written in the French language, from the archives of Felix Grima, late notary in this city, and one of my predecessors in office, passed on the fourteenth day of July, 1837.

[SEAL.] In faith and testimony whereof, witness my official seal and signature, given at New Orleans, this fifteenth day of the month of April, in the year of our Lord eighteen hundred and fifty-four.

ED. FLOYD,
Notary Public, successor of Felix Grima, late Notary Public.

COMPLAINANTS' EVIDENCE, No. 9.

Offered on trial 9th April, 1855.

(Translated from the French.)

THEODORE NICOLET, syndic of the creditors of the late JOHN JOSEPH COIRON, *v.* LAURENT MILLANDON and ALEXANDER LESSEPS. } No. 14011.

In the District Court.

The parties to the above-entitled suit, to wit: Theodore Nicolet of the one part, and Laurent Millandon, herein appearing and acting for himself and on behalf of Alexander Lesseps, of the other part, have agreed to put an end to the aforesaid suit, and to all contestations heretofore existing between themselves, on the following conditions, to wit:

1. A statement of the sums due by Messrs. L. Millandon and A. Lesseps shall be made, both for capital and interest, calculated according to the basis determined and fixed in the petition, and also for costs of protest.

2. The parties shall reimburse, jointly, to Joseph Abat the real price of the cession made to him by John Morris, of his rights and actions, described in suit No. 11940, instituted by him against Nicolet, Millandon, Lesseps, and others, in the First District Court; said parties shall also pay, jointly, to said M. Abat, the interest on the said price, from the date of said cession or transfer, aforesaid, up to the date of the reimbursement, at the rate of five per cent. per annum, the whole of which according to Article 2622 of the Civil Code of Louisiana.

3. The transfer to be effected by M. Abat, of the rights ceded by John Morris, shall be made in favor of Nicolet, who shall be the sole thereof, on the condition, however, that he shall never be authorized

to use the same for disturbing or disquieting, in any manner whatever, the said Millandon and Lesseps in the peaceable possession and enjoyment of the plantation, slaves, and other objects acquired by them from said syndic of the creditors of John Joseph Coiron.

4. The suit instituted before the District Court, by John Morris *v.* Theodore Nicolet and als., being No. 11940, as aforesaid, shall be discontinued, and the costs incurred therein shall be jointly paid, that is, by Nicolet for his half, and by Millandon and Lesseps for the other half.

5. The present suit, No. 14011, shall also be discontinued immediately after the actual transactions and compromise, and in the mean time it is agreed that all proceedings therein are suspended.

The costs incurred in said suit shall also be paid jointly by the parties.

6. A statement shall be made of the several sums to be paid jointly, according to the several stipulations hereinbefore expressed. Mr. Millandon, for himself and Mr. Lesseps, shall advance the whole of said amounts, one-half of which shall be deducted from the whole amount of the debt due by said Millandon and Lesseps, for capital and interest, and costs of protest, to be calculated in accordance with the petition, as stipulated in article first, as aforesaid.

7. The balance remaining due, after deducting the aforesaid amount, as aforesaid, shall constitute a capital bearing interest at the rate of six per cent. per annum, and which shall be reimbursed in the following manner:

One-fifth thereof in nine months; one-fifth in twelve months; one-fifth in fifteen months; and one-fifth in eighteen months, respectively, from this first day of May, 1837. Mr. Millandon shall sign and subscribe notes for said terms, to the order of A. Lesseps, who shall indorse the same; said notes will include the capital, together with interest, calculated up to the date of maturity thereof, respectively, and the same shall be for sums divided to suit the convenience of said Nicolet, upon his furnishing Millandon with a memorandum for that purpose.

8. The payment of said notes shall be secured by mortgage, both on the plantation and slaves in the said petition, and also on any additional slaves placed on said plantation by Lesseps and Millandon, and names and the title thereto shall be furnished.

9. In case any delay should occur in the payment of said notes mentioned in article 7th and 8th as aforesaid, or of any of said notes, it is hereby expressly agreed that such notes shall bear interest at the rate of ten per cent. per annum, from the date of maturity thereof until finally paid, which said interest shall also be secured by the same mortgage, provided said Millandon nor Lesseps be authorized to consider this clause as granting any additional delay for the punctual payment of any of said notes at their respective maturity.

10. It is further well understood, that no novation shall take place

by virtue of this new mortgage, and that the privilege and mortgage of the vendor, on which is predicated the proceedings whereby the present suit is brought, shall not be invalidated; said mortgage shall continue to exist jointly with the new mortgage, until the final payment of the new notes before mentioned, without creating, however, any double use; and it is well understood, that upon said new notes being exhibited duly acquitted and paid, said Millandon and Lesseps shall be entitled to cause to be cancelled both the former and the latter, or new mortgages granted by them to said Nicolet.

11. The present transaction or compromise shall be executed by Messrs. Millandon and Lesseps upon the first call upon them by Mr. Nicolet, by furnishing the notes and granting the mortgage hereinbefore stipulated.

Said Millandon and Lesseps paying for the mortgage act, the recording thereof, and the cancelling of the mortgage.

12. Mr. Nicolet, in his capacity of syndic to the creditors of John Joseph Coiron, deceased, shall file into Court the tableau of distribution of funds, within three months from the date the present compromise shall have been executed, and he shall also cause said tableau to be duly homologated.

Thus done and passed at the City of New Orleans, this first day of May, 1837, in duplicate, one of which was delivered to Mr. Nicolet, and the other to Messrs. Millandon and Lesseps.

(Original signed) A. LESSEPS,
L. MILLANDON,
THEODORE NICOLET.

I do hereby certify that the above and foregoing is a true and perfect copy of the original document written in the French language, which said original document is a part of the records of my office, and is annexed to an act, also written in the French language, entitled "Transaction on Suits. L. Millandon and A. Lesseps, and T. B. Blanchard, Executor of Theodore Nicolet." Which said act was passed before Felix Grima, late Notary, and one of my predecessors in office, on the fourteenth day of July, A.D. 1837.

In faith whereof, witness my official seal and signature, given at New Orleans, this fifteenth day of the month of April, A.D. 1854.

[SEAL.] (Signed) ED. FLOYD,
Notary Public, successor of Felix Grima, late Notary Public.

COMPLAINANTS' EVIDENCE.

No. 10.

Petition of Theodore Nicolet, Syndic of Creditors of J. J. Coiron, for Sale of Property, and Order thereon. Also, Statement of Mr. Ogden annexed thereto.

Copy of original petition (with erasures, &c.) produced in open Court by complainants on trial of cause, 9th April, 1855.

To the Honorable the District Court for the First District:

The petition of Theodore Nicolet, Syndic of the Creditors of J. J. Coiron, show, That on the 28 January, 1834, a meeting of the creditors of the insolvent assembled before G. Legardeur, Notary Public, and then and there determined upon the terms and conditions of the sale of the property ceded, which deliberations are herewith filed. Your petitioners pray to be authorized to sell the said property upon the terms and conditions of said deliberations.

CARLETON & LOCKETT,
Pr. Pt.

Indorsed: District Court. J. J. Coiron *v.* His Creditors.

Petition for Sale.

The petitioner is hereby authorized to sell the property as prayed for. 6th March, 1834.

C. WATTS.

Erased because of an opposition.

C. WATTS.

Widow Coiron *v.* Millandon and Lesseps et al. 2308. Filed 30 January, 1846.

T. GILMORE,
Deputy Clerk.

I certify the foregoing to be a true and perfect copy of the original petition, with all the indorsements thereon, and erasures, and marks. Attest, New Orleans, 9 April, 1855.

J. W. GURLEY,
Clerk.

Statement of Mr. Ogden.

The petition and indorsements thereon, whereof the copy appears on the first page, were found and taken by me from among the papers in this suit of John Joseph Coiron *v.* His Creditors, in suit No. 10720 of the late 1st Judicial District Court of Louisiana.

H. D. OGDEN.

COMPLAINANTS' EVIDENCE.

No. 11.

Depositions of Louis Bouligny, Valery Duplessis, C. N. Coignard, and Felix Forstall, taken by consent.

COIRON
v.
LESSEPS.

Testimony of witnesses for Complainants, taken by consent.

Louis Bouligny says, that he knows the plantation which Coiron ceded to his creditors. In 1834 he had left that part of the State. He left it in 1829. Prior to leaving, he had appraised for the Consolidated Bank a great deal of property in that parish. The land was worth $50,000 at that period, and he estimates it low at 1, 2, and 3 years. He can't tell whether land in that neighborhood changed in value between those dates; but in other parts of the State there was no change; knew the value of slaves in 1829, but not in 1834. In 1834 a good negro was worth one thousand dollars.

Cross-examined.

He could not say whether land has increased or diminished in value since that period.

Valery Duplessis.—Says he knows Monsecour Plantation well. He was a friend of Coiron, and used to be on his plantation most every week. Resided five or six miles from him. Resided in said parish for ten years before 1834, and knew the whole of the plantations from English Turn down to Pointe a la Hache. The value of the land, without buildings, was $1,000—the front acre. The buildings were worth $10,000 more. Knew the general character of the hands. They were considered good field hands. In 1834, the value of slaves was from $800 to $850 a hand. He made a sale about that time at that rate, that is for men, $1,000 to $1,100; and for women, from $600 to $800. Thinks the slaves on the place were worth that price.

C. N. Coignard.—Knows the Parish Plaquemines. Was on this plantation several times in 1832, 1833, and 1834. This plantation was a fine one. In 1833, in November, there were about 600 arpents of cane. The land (with buildings on it) was worth at least $1,000 per front arpent. Saw the negroes in the field and at the sale. The slaves appeared to be fine slaves. Witness was at the sale; and it was considered that the forty-five slaves were given away, they having brought only $15,000. His father-in-law bought slaves the year before—a year after—for which he paid over $1,000 apiece. These were field hands.

Cross-examined.

Witness was present at sale at auction. There were a great many present at the sale. Witness did not bid. The slaves would have brought more, in his opinion, if sold separately, but he can't say that even then they would have brought their fair value. Knows nothing that would have prevented their bringing a fair value if they had been sold separately.

Felix Forstall.—Knows the plantation in question, but did not till long after the sale in 1834. Was present at the auction sale in 1834. Remembers that the people about said the sale was making it a great sacrifice. Millandon and Lesseps appeared to be the principal bidders, and perhaps two or three more.

Cross-examined.

The sale was fairly conducted, and time given to everybody to bid that chose. There was a pretty large crowd at the sale. Witness went with a view of bidding on a negro woman. He bought her, at a little over $800. It was a good bargain, as he thought at the time. He must have seen the advertisements of the sale, for he called at the exchange on purpose to buy.

COMPLAINANTS' EVIDENCE.

No. 12.

Proces verbal of proceedings of meeting of the Creditors of J. J. Coiron.

Before L. T. Caire, Notary Public.—11th July, 1833.

United States of America, State of Louisiana, City of New Orleans.

Be it remembered, that this day, the eleventh of the month of July, one thousand eight hundred and thirty-three, and in the fifty-eighth year of the Independence of the United States of America, in conformity to an order of the Honorable Charles Maurian, Judge of the Parish Court in and for the City and Parish of New Orleans, bearing date the eighth day of June last past, rendered on the petition of P. Soulé, of Counsel for Mr. Jean Joseph Coiron, a planter, of the Parish of Plaquemines, presenting his schedule according to law, and praying that a meeting of his creditors be convened, and held at the office of the undersigned notary, in order to accept the surrender of his estate, appoint syndic, and give him a discharge. Copies whereof, duly certified, are and remain hereto annexed for reference—said meeting having first been advertised in two of the newspapers of this city, and the creditors duly notified by the Sheriff. Before me, Louis T. Caire, Notary Public in and for the City and Parish of New Orleans, duly commissioned and sworn, and in pre-

sence of the witnesses hereafter named and subscribed, personally came and appeared Mr. Victor St. Victor, residing in this city, acting for and in the name of the commercial house, trading under the firm of N. Duvel & St. Victor, who, being duly sworn by the undersigned notary, declared and said, that he is a *bona fide* creditor of said Jean Joseph Coiron, by privilege, in the sum of seven hundred and thirty-four dollars and sixty cents, accepts the cession tendered, and reserves all the rights and privileges resulting from the nature of his debt, and appoint, as syndic, Mr. Theodore Nicolet.—N. Duvel and St. Victor, by Vr. St. Victor.

And, also, personally came and appeared Mr. Theodore Nicolet, one of the firm of Theodore Nicolet & Co., who declared, under oath, that said firm were creditors of the said Coiron, in the sum of ninety-three thousand six hundred and thirty dollars, in manner and form as stated in an act passed before Charles Janin, then a Notary Public in the City of New Orleans, dated twenty-eighth of February, eighteen hundred and thirty-two, between the said firm of Theodore Nicolet & Co. and the said Coiron, and hereby referred to for greater certainty. The said Nicolet votes for himself to be sole syndic; he votes that the plantation and slaves, and the improvements thereon, animals, implements of agriculture, and everything appertaining to the said plantation, be sold in manner, without division, at the following place and upon the following terms and conditions, to wit: That the sale be made at auction, in the City of New Orleans, at the Exchange Coffee-house, or some other public place in said city, at a credit of one, two, three, and four years; the purchaser to give satisfactory indorsed notes and special mortgage, upon the property sold, for the price of sale; the purchaser binding himself not to alienate or mortgage the property purchased, to the prejudice of the syndic, the creditors, or the persons representing the creditors, or to sell the property surrendered for cash, as he may think most advantageous to the creditors, the act of sale to be passed before Louis T. Caire, a Notary Public. He, the said syndic, is further authorized to manufacture and roll crop now growing, if he thinks it best to the interest of the creditors; and, for that purpose, to employ all needful assistance, or sell the plantation and the crop thereon. That he may postpone the sale of the property surrendered, or any part thereof, until the first Monday of April, eighteen hundred and thirty-four, or sell the same in the interim, if he deems it advantageous to the creditors, on which day, he, the said syndic, shall make a final sale to the highest bidder, either for cash or on credit, terms and conditions aforesaid. The purchaser to pay interest from the day of sale; if sold on a credit, at the rate of five per cent. per annum; which interest shall be added in said notes, so as to make the face of the same for a specific sum, including the said interest; in case the syndic should determine to manufacture and roll the said crop, he may put aside a sufficient quantity of cane for seed, to re-

plant the next crop, so that the plantation may be more valuable, and hold out inducements to purchasers; the said Nicolet grants no discharge, and reserves all his rights, and that of the said firm, resulting from the said act of the twenty-eighth of February, eighteen hundred and thirty-two.

And now the said Nicolet declared, that, as well for himself as on behalf of the said firm, he filed an exception to the proceedings of said Coiron against his creditors in the Parish Court for the Parish and City of New Orleans, excepting to and denying the jurisdiction of the said Court to take cognizance of said proceedings, and he still persists in said exception, and does not hereby waive the same, but reserves the benefit thereof, and also the right to abandon and discontinue the same at his leisure.—Theodore Nicolet.

And also personally appeared Charles Janin, residing in this parish, and this day in this city, who, being duly sworn by the undersigned notary, declared and said, that he is a bona fide creditor of said Jean Joseph Coiron in the sum of one hundred and twenty-eight dollars; that he appoints as syndic Mr. Theodore Nicolet, and for the terms, mode, and conditions of the sale he refers to the declaration made by Mr. Nicolet, and votes for the same and the appearer signed.—Charles Janin.

And also personally came and appeared Mr. John Morris, a planter, residing in the Parish of Plaquemines, and this day in this city, who, being duly sworn, declared, that he is a bona fide creditor of the insolvent in the sum of five thousand four hundred dollars, five thousand dollars whereof for the balance of the price of a tract of land by him sold to the insolvent, and on which he reserves his privilege, and for which balance he has, moreover, a special mortgage on the parcel of the surviving slaves, mortgage to Mr. and Mrs. Livingston; and the four hundred dollars are due to the said appearer for services rendered as overseer of the plantation of Ste. Sophie; that for the terms and conditions of the sale of the slaves mortgaged as aforesaid, he refers to the vote given by the representative of Mr. and Mrs. Livingston, adding thereto that for the balance of the price which said parcel of slaves may bring over and above what is due under the first mortgage, this appearer votes that an additional terms of one and two years be granted to the purchasers; that is to say, that the said surplus be sold at two and three years from the day of sale, for notes satisfactorily indorsed, bearing a mortgage on the slaves, until final payment; the appearer votes for Mr. Theodore Nicolet to be syndic, and as to the sale of the plantation and slaves, he refers to the vote given by Mr. Gildmester, including the vote of the latter; also for the making of the crop by said syndic for the benefit of the estate, and the appearer signed.—John Morris.

And, also, personally came and appeared Mr. Hugo Chretien Gildmester, residing in this city, herein acting as attorney in fact of William G. Buckner, of the City of New York, State of New

York, and trustee of Peter Vanburgh Livingston, of the County of West Chester, in the State of New York (otherwise called and known as Vanburgh Livingston), and of Harriet E. Livingston, his wife, by virtue of a power of attorney bearing date the seventh day of June, eighteen hundred and thirty-three, acknowledged before Stephen O. Williams, a notary public, in the County of New York, State of New York, on the same day and year, and hereto annexed for reference, who, being duly sworn, declares and said, that the said Livingston is a bona fide creditor of the said Jean Joseph Coiron, in the sum of sixteen thousand two hundred dollars, to wit: fifteen thousand dollars, it being the amount of the sale of sixty slaves made to the insolvent by the said trustees for the account and benefit of Mr. and Mrs. Livingston, by act passed before Marc Lafitte, then a notary public, in this city, on the seventh day of June, eighteen hundred and twenty-five, to which the original deeds, executed at Savannah, are annexed; and twelve hundred dollars, the interest thereon, at the rate of eight per cent. per annum, due on the eighth of August next. The appearer votes for T. Nicolet, to be syndic; he votes for the sale of the slaves mortgaged to his constituents, or of the survivors thereof, to be made in one single lot at the same time and place, when and where the plantation and the other slaves shall be sold; he requires that said sale of the slaves mortgaged to his constituents be made at the following terms: for as much as will be due for interest at the time of the sale, cash; the subsequent interest payable at the time, the same shall fall due agreeably to the contract afore-mentioned, and the last six months' interest, together with the capital sum, payable on the eighth day of February, eighteen hundred and thirty-five, the whole in notes satisfactorily indorsed, and bearing a mortgage on the slaves. The appearer declares, moreover, that he reserves to his constituents all the rights and privileges resulting from their sale and mortgage aforesaid; and he further votes for the sale of the property surrendered, on the first Monday of April next; and that, in the mean time, the crop be made by the syndic of the estate and the appearer signed.—Hugo C. Gildmester.

And also personally came and appeared Mr. Hugo Chretien Gildemester, residing in this city, acting as attorney in fact of G. N. Allard, of the Parish of Plaquemines, by virtue of a power of attorney made under private signature, bearing date the second instant, and hereto annexed for reference, which appearer, being duly sworn by the undersigned notary, declared and said, that his constituent is a bona fide creditor of said Jean Joseph Coiron in the sum of sixteen hundred dollars; that he votes for Mr. Theodore Nicolet as syndic, and for all other reserves and restrictions, and for the conditions of the sale the said appearer refers to the declaration herein made, and the note given by him for the debt of Mr. and Mrs. Livingston, and the appearer has signed.—Hugo C. Gildemester.

And, also, personally came and appeared Mr. Hugo Chretien Gildemester, residing in this city, acting as attorney in fact of M. Pierre Bayhi, of the Parish of Plaquemines, by virtue of a power of attorney under private signature, bearing date the second instant, and hereto annexed for reference, which appearer, being duly sworn by the undersigned notary, declared and said that his constituent is a bona fide creditor of the said Jean Joseph Coiron in the sum of three hundred and fifty dollars; that he votes for Mr. Theodore Nicolet as syndic, and for all other reserve and restrictions, and for the conditions herein made; and for the sale the said appearer refers to the declaration herein made, and the vote given by him for the debt of Mr. and Mrs. Livingston, and the appearer signed.—Hugo C. Gildemester.

And also personally came and appeared, Mr. Barthelemy Bonny, residing in this city, who, being duly sworn by the undersigned notary, declared and said: that he is a bona fide creditor of said Jean Joseph Coiron, in the sum of two thousand eight hundred and sixty-seven dollars and thirty cents; that he appoints as syndic, Mr. Theodore Nicolet, and for the terms made and conditions of the sale, he refers to the declaration made by Mr. Nicolet, and votes for the same, and the appearer signed.—B. Bonny.

And also personally came and appeared Mr. Magloire Jambu, residing in this city, who, being duly sworn by the undersigned notary, declared and said: that he is a bona fide creditor of said Jean Joseph Coiron, in the sum of nine hundred dollars; that he appoints as syndic, Mr. Theodore Nicolet, and for the terms made and conditions of the sale, the said appearer refers to the declaration made by said Nicolet, and votes for the same, and the appearer signed.—M. Jambu.

And also, personally came and appeared Mr. Joseph Goutz, the surviving partner of the firm of Dubuc & Goutz, who, being duly sworn by the undersigned notary, declared and said, that said firm is a bona fide creditor of the insolvent debtor, in the sum of two hundred and fifteen dollars thirty-seven cents: that he accepts the cession of property tendered, appoints as Syndic, Mr. Theodore Nicolet; and as regards the sale of the plantation and slaves, refers to the declaration here made by Mr. Nicolet, and votes without exception in the same way, and the appearer signed.—Joseph Goutz.

And it being sunset, and no other creditors having appeared, the present meeting has been closed the day, month, and year aforementioned, in presence of Messrs. Charles Darcantel and Philippe Lacoste, witnesses thereto required, and residing in this city, who have signed with me, the notary.

LOUIS P. CAIRE,
Notary Public.

PHILIPPE LACOSTE,
CHARLES DARCANTEL.

I certify the foregoing to be a true copy of the original act, extant for recourse in the office of Louis P. Caire, my predecessor in office.

[SEAL.] H. PAUL CAIRE,

NEW ORLEANS, 19th April, 1854. Notary Public.

DEFENDANTS' EVIDENCE.

No. 1.

Sale of slaves by the syndic of the creditors of J. J. Coiron to L. Millandon.

Note.

For this document, see ante, page 44.

DEFENDANTS' EVIDENCE.

No. 2.

Sale of plantation, slaves, and movable effect, by P. Nicolet, syndic of the creditors of J. J. Coiron, to Mr. Alexander Lesseps.

Note.

For this document, see ante, page 53.

DEFENDANTS' EVIDENCE.

No. 3.

Offered on trial 5th April, 1855.

(Translated from the French.)

Sale from Millandon to A. Lesseps.

United States of America, State of Louisiana, City of New Orleans.

On this ninth day of June, eighteen hundred and thirty-four, the fifty-eighth year of the Independence of the United States of America,

Personally came and appeared before the undersigned Notary Public, Gustave Le Gardeur, duly commissioned for the Parish and City of New Orleans, and in the presence of the undersigned witnesses:

1st. Mr. Laurent Millandon, residing in said city, and

2d. Mr. Alexander Lesseps, residing in said Parish of Orleans.

Both of whom declared: that at the public sale of the property surrendered by John Joseph Coiron to his creditors, and which was effected in said city, on the sixth of March last past, by J. B. Blache, auctioneer, they became purchasers, to wit: said Alexander Lesseps,

of a plantation, situated in the Parish of Plaquemines, with thirty-one slaves, hereinafter described; and said L. Millandon of forty-six slaves, also hereinafter described; and that on the twenty-fourth day of May last past, said Millandon did purchase from Mrs. H. Farrie, as per act before Louis T. Caire, Notary Public in this city, a negro woman named Elizabeth, aged about nineteen years; said since said last-mentioned purchase, said appearers have agreed, to wit: said Millandon to sell unto said Lesseps, the one undivided half of the forty-six slaves by him purchased at the aforesaid public sale, and also said negro woman Elizabeth; and said Lesseps has agreed to sell to said Millandon the undivided half of the plantation, and of the thirty-one slaves purchased by him at said public sale as aforesaid. That the object of said parties as aforesaid, in becoming owner, each for an undivided half of said property as aforesaid, was and still is for the purpose of becoming partners, and to work and cultivate said property purchased as aforesaid; that they are now desirous to determine, in an authentic form, the rights of each of said parties to the undivided half of the aforesaid property, and also, the several clauses and conditions of said copartnership entered into for the purpose aforesaid.

Said Laurent Millandon therefore declares, by these presents, to sell, cede, and transfer under mere warranty of his has acts and obligations, and with subrogation to his rights and actions of warranty against his vendors, unto said Alexander Lesseps, accepting of the same, purchasing for himself, his heirs and assigns.

1st. The undivided half of the forty-six slaves, hereinafter named, to wit:—

1. Peter, a negro man, aged about thirty-three years, cart driver, plow-boy, and carpenter—a faithful servant.
2. Smart, aged about twenty-four years, good engineer, blacksmith and field-hand.
3. Nat, aged about thirty-three years, field-hand, and good plow-bow.
4. Paul, aged about nineteen years, field-hand, and plow-boy.
5. July, aged about nineteen, field-hand and plow-boy.
6. Simon, aged about sixteen, field-hand and plow-boy.
7. Geo. Coffee, aged about nineteen, field-hand and plow-boy.
8. Parrot, alias Pierrot, aged about forty-six years, field-hand and plow-boy.
9. Esther, a negro woman, aged about twenty-six years, field-hand, cook, and baker.
10. Little John, Esther's child, aged about eight years.
11. Richard, Esther's child, aged about six years.
12. Paris, also Esther's child, aged about three years.
13. Peggy, the last child of Esther, aged about twelve months.
14. Milly, a negro woman, aged about twenty-three years, field-hand, cook and house servant.

15. Rachel, Milly's child, aged about three years.
16. Prescilla, also Milly's child, aged two years.
17. Prescilla, negro woman, aged about forty-one years, field-hand.
18. Sophie, Prescilla's child, aged seven years.
19. Harriet, alias Henriette, also a child of Prescilla's, aged about four years.
20. Charlotte, a negro woman, aged twenty-one years, field-hand.
21. Mary Ann, a child of Charlotte, aged about four years.
22. Bass, alias Bats, a negro woman.
23. Baptiste, a child of Bass, aged about eighteen months.
24. Hilaire, also a child of Bass, aged two months.
25. Rose, a negro woman, aged about twenty-one years, field-hand.
26. Becca, a child of Rose, aged about four years.
27. Old Elsey, a negro woman, aged about forty-one years, field-hand.
28. Jessy, a child of Old Elsey, a mulatto boy, aged about six years.
29. Young Elsey, a negro woman, aged about nineteen years, field-hand.
30. Bob, a child of Young Elsey, aged about 7 months.
31. Mary, a negro woman, aged about forty-one, field-hand.
32. Little Levy, Mary's child, aged about nine years.
33. Clarenda, a negro woman, aged about forty-one years, field-hand, cook for the gang.
34. Judith, a negro woman, aged about twenty-one years, field-hand.
35. Old Rachel, a negro woman, aged about sixty-one years, field-hand.
36. Kitty, a negro girl, aged about sixteen years, field-hand.
37. Lisa, a negro girl, aged about sixteen years, field-hand.
38. Jenny, a negro girl, aged about twelve years, field-hand and nurse-maid.
39. Old Lucy, a negro woman, aged about sixty-one years, a valetudinarian.
40. William, negro boy, aged about fifteen years, good cart- and coach-driver, having a scar on his left hand.
41. Jackson, a negro boy, aged about fifteen years, cart-driver.
42. Edwin, negro boy, aged about fifteen years, cart-driver.
43. Scipio, negro boy, aged about fifteen, a cart-driver.
44. Adams, a negro boy, aged about thirteen, a cart-driver.
45. Caffa, a negro boy, aged about fifteen years, field-hand.
46. And Frank, a negro boy, aged about thirteen years, affected with hernia.

Which said forty-six slaves, are the same purchased by said L. Millandon, at the aforesaid public sale of the property of Jean Joseph Coiron, as appears from the act of sale, passed unto said Millandon by Theodore Nicolet, syndic of the creditors of said Coiron,

before the undersigned notary, on the twenty-second day of March, last past.

2d. And the undivided half of a negro woman, aged about nineteen, and belonging to said Millandon, as hereinbefore stated, by purchase from Mrs. H. Farrie.

The present sale is made for and in consideration of the detailed prices hereinafter specified.

1. For the undivided half of the forty-six slaves, first above mentioned—seven thousand five hundred dollars, payable in the following manner, to wit: nine hundred dollars cash; three thousand dollars on the eighth of August next,—and six thousand three hundred dollars, on the eighth day of February, eighteen hundred and thirty-five.

Therefore, said Lesseps did pay cash, on the spot, said sum of nine hundred dollars, unto said Millandon, who acknowledges receipt thereof, and grant therefor full acquittance; and for the balance said Lesseps binds himself to pay the same by taking up and paying for account of said Millandon, the one-half of each of said notes, furnished by said Millandon to said Theodore Nicolet, in his aforesaid capacity, for balance of the price of said forty-six slaves, hereinbefore named, as appears from the before-mentioned act, dated 20th March, last past; said two notes being subscribed by said Millandon, to the order of and indorsed by said Lesseps, dated the sixth of March, last past; the first for the sum of six hundred dollars, and the second, for twelve thousand six hundred dollars, payable at the domicil of the Louisiana State Bank, in this City, the first, on the eighth of August, eighteen hundred and thirty-four, and the second, on the eighth of February, eighteen hundred and forty-five.

And whereas, to secure the payment of said two notes, said Millandon has granted in favor of said Nicolet, in his aforesaid capacity, and likewise to any bearer or bearers of said notes, a special mortgage on the forty-six slaves aforesaid, as it appears by said act of the twenty-second of March last past as aforesaid, said Lesseps as a consequence of his obligation herein contracted of paying the one half of said two notes, assumes said mortgage as aforesaid for the security of the payment of the one half of said notes as aforesaid.

2. And for the undivided half of said negro woman Elizabeth, to wit: two hundred and twenty-five dollars, said Millandon acknowledges receipt thereof in cash, from said Lesseps, for whose benefit he does by these presents grant a full acquittance and discharge.

And said Millandon further declared, that he could not exhibit and produce, as required by law, the certificate of the Recorder of Mortgages; but he affirms, that there are no other mortgage on said slaves, the undivided half of whom is by these presents sold, but the mortgage before mentioned; and said Lesseps admitting to be well and sufficiently informed of this fact, declared that he dispensed said Millandon from producing said certificate, and also released the undersigned notary from all liability in the premises.

Then personally came and appeared herein, Mrs. Elmire Montreuil, wife of said Laurent Millandon, duly authorized and assisted by her said husband, for the purposes and the full validity of these presents, who having heard from the notary, the reading of the foregoing act of sale, declared that she approved the same, and she moreover declared to said notary, that she intended to renounce the mortgages, privileges and other rights which she had or might have, on the undivided half of said property sold by her husband as aforesaid, to wit: on the forty-seven slaves above named, and thereupon the said notary informed her that according to the laws of this State, the wife has a tacit mortgage on all the real estate of property of her husband; 1. For the restitution of her dowry, or for the replacing of the dotal property which she has brought, at the time of her marriage; and this, from the date of the celebration of said marriage; 2. For the restitution or replacing of any dotal property which she might have acquired during marriage, either by succession or donation, and this, from the date on which the succession is opened in her favor, or from the date the donation took effect; 3. For indemnification of debts which she may have contracted with her husband; and, for the replacing of her own property alienated by him, from the date of the obligation or sale; 4, and for surety of the obligations for which the husband is liable, in case he should have enjoyed the paraphernal property of his wife, and for the reimbursement of the price of the same, the same should have been alienated by the wife with her authorization, and that he should have received the price of the same, or should have converted it to his own use.

And said Mrs. Laurent Millandon, admitting she was perfectly informed, as to the rights granted by law, on the property of her husband, stated and declared that notwithstanding, she persisted in the intention by her above expressed, and that by her own accord and will, she by these presents formally renounced, both for herself, her heirs and assigns, any legal or tacit mortgage, now granted, or which might hereafter be granted by law on the undivided half of said forty-seven slaves, the object of these presents, whether said rights and privileges be for dowry, paraphernal property or whatsoever else; and that she ceded and transferred to said Alexander Lesseps, his heirs or assigns, all said rights of whatever character; hereby authorizing their being enforced in Courts of Justice or out of the same.

All which was duly assented to, and accepted by said Lesseps.

And for his part said Alexander Lesseps by these presents, declared, that he did sell, cede, and transfer, under simple warranty of his own acts and promises, and obligations, and with the subrogation to his rights, and actions of warranty against all previous vendors:

Unto said Laurent Millandon accepting, purchaser for himself, his heirs and assigns.

1. The undivided half of a sugar plantation known by the name of "Monsecours," situated in the Parish of Plaquemines, in said State, and in that portion of said Parish called "La Pointe du Portage," on the left bank of the Mississippi River, about ten leagues, below the City of New Orleans, measuring thirty-one arpents and twenty-five toises front to said river, by forty arpents in depth, and more, if any there be, either in front or depth, but with no guaranty whatever, as to any excess in the measure above stated; bounded on the lower line by the St. Sophie plantation, belonging to the heirs of D'Aquin, and on the upper line by the land of Eugene Macarty, together with the undivided half of all the buildings, appurtenances, improvements, rights, and privileges, thereunto belonging, without any exception or reservation.

2. The undivided half of thirty slaves, hereinafter named, to wit:

1. Sam, a negro man, aged about twenty-seven years, good cart driver, caulker, sugar maker, and wheelwright.
2. Joe Wallace, a negro man, aged about 27 years, good cooper, carpenter, sugar maker, a faithful servant.
3. Samuel, a negro man, aged about twenty-six years, shoemaker, hostler, and coach driver.
4. Dick, Samuel's brother, a negro man, aged about twenty-one years, plow boy, and field hand.
5. James Affa, a negro man, aged about forty-six years, good sugar maker.
6. Tawny, a negro man, aged about thirty-one years, something of an engineer, a house servant, and cook.
7. John Affa, a negro boy, aged about nineteen, a field hand, plow boy, good coach driver, and somewhat of a cooper.
8. Tonny, a negro boy, aged about eighteen, a field hand, plow bow, and cart driver.
9. Joe Arden, a negro boy, aged nineteen, a field hand, plow boy, and cart driver.
10. Sandy, a negro boy, aged about eighteen years, field hand, plow boy, and cart driver.
11. Saunders, a negro boy, aged about nineteen, field hand, plow boy, and cart driver.
12. Fed, a negro man, aged about twenty-six, a field hand, plow boy, and coach driver.
13. Jacob, a negro man, aged twenty-seven, a field hand, plow boy, and coach driver.
14. Harry, a negro man, aged about forty-one years, a field hand, plow bow, good coach driver, and a faithful servant.
15. Edmond, a negro boy, aged about nineteen, field hand, a faithful servant.

16. Ismael, a negro man, aged about forty-six, a field hand.
17. Daniel, a negro man, aged about twenty-one years, field hand.
18. James Court, a negro man, aged about twenty-five years, field hand.
19. John Jack, a negro man, aged about forty-six years, field hand.
20. Moses, a negro boy, aged thirteen years, good cart driver.
21. Little Peter, a negro boy, aged twelve, good cart driver.
22. Thema, a negro woman, aged about thirty-one years, good washerwoman, cook, and baker.
23. Dora, a negro woman, aged thirty-one years, field hand, washerwoman, cook, nurse, and house servant.
24. Celina, a negro girl, aged about fifteen years, good house servant.
25. Amy, a negro woman, aged about forty-one years, a field hand.
26. Dinah, a negro woman, aged about forty-six years, field hand.
27. Rachel, a negro girl, aged about nineteen, field hand.
28. Rinah, a negro woman, aged about forty-one years, field hand.
29. Affa, a negro woman, aged about thirty-six years, good nurse and hospital keeper, seamstress, and mattress maker.
30. Francis, mulatto boy, aged seven years, Affa's son.
31, and finally. Sabius, a negro boy, aged four years, also a son of Affa.

3. And, lastly, the undivided half of the cattle and movable effects hereinafter enumerated, to wit:

1. Four acclimated American horses, in good order, named Tom, Bull, Lightfoot, and Castor Oil.
2. Four other horses, to wit: Ben, Dolphin, Might, and Charley.
3. Six yokes of oxen, in good order and well trained.
4. Six yokes and a half trained oxen, and a bull half trained.
5. Four yokes draught oxen, well trained.
6. Five milk cows, and six calves.
7. Two boilers, and four clarifiers, with copper pipes.
8. About twenty-five hundred cypress laths, one-half of which are prepared for use.

The property hereinbefore described, the undivided one-half of which has hereinbefore been sold by said A. Lesseps, as aforesaid, is identically the same property acquired by said Lesseps at the before-mentioned sale of the property and effects of J. J. Coiron, the whole of which appears by the act of sale to said Lesseps, by Theodore Nicolet, in his aforesaid capacity, before the undersigned notary, on the twenty-second of March last past.

This sale is made for the prices hereinafter specified, to wit:

1. For the undivided half of the plantation, together with the ap-

purtenances thereunto belonging, nine thousand nine hundred and thirty dollars, payable as follows:

Five hundred and thirty dollars on the 6th of March, 1835, ...	$530 00
Two thousand five hundred and sixty-one dollars, sixty six and two-third cents, also on the 6th March, 1835,	2,561 66⅔
Five hundred and sixty dollars, on the 6th of March, 1836, ...	560 00
Two thousand seven hundred and six dollars, sixty-two and two-third cents, also on the 6th March, 1836, .	2,706 66⅔
And, finally, three thousand four hundred and one dollars, sixty-six and two-third cents, on the 6th of March, 1837, ...	3,441 66⅔
Total amount, ...	$9,800 00

Said L. Millandon doth, therefore, by these presents, promise and bind himself well and faithfully to effect the aforesaid payments, by paying for account of said A. Lesseps the one-half of each of the aforesaid five notes, which, according to the Act of the twenty-second of March last past, hereinbefore mentioned, were furnished by said Lesseps to Theodore Nicolet, in his aforesaid capacity, for the price of said plantation and the appurtenances thereunto belonging, said five notes being subscribed by said Lesseps to the order of and indorsed by said L. Millandon, dated on the sixth of March last past; the first being for one thousand and sixty dollars; the second, for five thousand five hundred and twenty-three dollars, thirty-three cents and one-third; the third, for eleven hundred and twenty dollars; the fourth, for five thousand four hundred and thirteen dollars, thirty-three cents and one-half; and the fifth, for six thousand eight hundred and eighty-three dollars, and forty-three cents and one-half; payable at the domicil of the Louisiana State Bank in said city; the first and second of said notes at one year, the third and fourth at two years, and the fifth at three years from date.

And whereas, for the purpose of securing the payment of said five notes, said Lesseps has by virtue of the herein previously mentioned act, granted a special mortgage on the aforesaid plantation, &c., in favor of said T. Nicolet, in his said capacity, or in favor of any bearer of said notes, said L. Millandon, according to the obligation by which he has hereinbefore bound himself, of paying the one-half of said five notes, doth now assume the existing mortgage as aforesaid, for and to the extent of the amount of one-half of said notes, five in number, aforesaid.

2d. For the undivided half of the thirty-one slaves above named: twelve thousand three hundred and thirty-eight dollars and eighty cents, payable in the following manner: two thousand nine hundred

and ninety-seven dollars and fifteen cents, on the first day of May, eighteen hundred and thirty-five, ...	$2,997 15
Three thousand and two dollars and forty-five cents,	3,002 45
Three thousand one hundred and sixty-six dollars and eighty cents, ...	3,166 80
And three thousand one hundred and seventy-two dollars and forty cents, also on the first of March, 1835, ...	3,172 40
Total amount equal to the undivided half of the price of said thirty-one slaves, say twelve thousand three hundred and thirty-eight dollars and eighty cents, ...	$12,338 80

Said Laurent Millandon doth, therefore, promise and obligate himself, faithfully to effect the aforesaid payments by paying for account of said A. Lesseps, the one-half of each of said four notes, which according to the act aforesaid of the twenty-second of March last past, deposited in the office of the undersigned notary, said A. Lesseps has furnished to said Theo. Nicolet, in his aforesaid capacity, for the price of the aforesaid thirty-one slaves; which said four notes are subscribed by said Lesseps to the order of and indorsed by L. Millandon, dated the sixth day of March last past: the first of said notes for the sum of five thousand nine hundred and ninety-four dollars and thirty-five cents; the second for six thousand four dollars and ninety cents; the third for six thousand three hundred and forty-four dollars and eighty cents, all payable at the domicil of State Bank of Louisiana, in this city; the first and second on the first of March, 1835, and the third and fourth on the first of March, 1836.

And whereas, in order to secure the payment of said four notes, said Lesseps, by virtue of the aforementioned act of the 22d March last past, has granted in favor of said T. Nicolet, in his aforesaid capacity, or in favor of any other bearer of said notes, a special mortgage on the thirty-one slaves hereinbefore named, therefore, said Millandon, in consequence of the obligation herein contracted by him, of acquitting and paying the one-half of said four notes, has by these presents declared that he assumed said mortgage to the extent of the one-half of said notes.

3d. And finally, the undivided one-half of the movable effects, and cattle, thirdly before described, and sold for six hundred and ninety-four dollars and fifty cents, payable on the sixth of September next.

And said Millandon binds himself to make said payment, by paying for account of said Lesseps, the one-half of the note, which according to the aforesaid act of 22d March last past, before the undersigned notary, said Lesseps has furnished to said Nicolet, in his aforesaid capacity, for the price of the movable effects and cattle;

said note being subscribed by said A. Lesseps, to the order and indorsed by said L. Millandon, for the sum of thirteen hundred and eighty-five dollars, dated the sixth March last past, and payable in six months after date.

Said Lesseps further declared, that he had not obtained and could not then produce the certificate of the Recorder of Mortgages, required by law; but affirmed, that there was no other mortgage on the property as aforesaid, the undivided half of which is by these presents sold, but the mortgage herein previously mentioned; and said L. Millandon acknowledging being well and fully informed of this fact, declared that he dispensed said Lesseps from procuring and exhibiting said certificate, and relieved the undersigned notary from all responsibility in the premises.

And personally came, and appeared Mrs. Maria Mariette Treme, wife of said Alex. Lesseps, and by him duly assisted and authorized for the purposes and validity of these presents. Who, after having taken cognizance of the foregoing act of sale by her husband, and having heard the reading of the same by the undersigned notary, declared that she fully approved the same, and further informed said notary, that her intention was to renounce all mortgages, privileges, or other rights, which she has or might have on the aforesaid undivided half of said plantation and said thirty-one slaves above described and sold by her husband as aforesaid: whereupon said notary informed her that, according to the laws of the State of Louisiana, the wife had a tacit mortgage on the property of her husband: 1st, For the restitution of her dowry, or for the replacing of the dotal property which she has brought at the time of her marriage, dating from the day of the celebration of the marriage: 2d, For the restitution or replacing of any dotal property acquired by her during marriage, either by succession or donation, from the date when the succession was opened in her favor, or from the date the donation took effect: 3d, For the indemnification of debts which she may have contracted with her husband, and also for the replacing of her own property alienated, from the date of said indebtedness and obligation, or from the date of said sale: 4th, For surety of the obligations imposed on the husband, in case he should have administered and enjoyed the paraphernal property of his wife, for the replacing of the price of the same, in case said paraphernal property should have been alienated by the wife, with the authorization of the husband, and that he should have received the price thereof, or should have benefited by it in any manner whatever.

And said Mrs. Lesseps, acknowledging to be fully informed of the rights granted her by law, on the property of her husband, declared, that she did persist in her intention hereinbefore expressed by her, and that of her own accord she formally renounced, by these presents, for herself, her heirs, and assigns, any tacit or legal mortgage inscribed, granted her by law, now or at any future period, on the un-

divided half—object of these presents—the plantation and slaves hereinbefore described, whether her rights be for dowry, paraphernal property, or for whatever else, and that she does, by these presents, cede and transfer to said Laurent Millandon, all her aforesaid rights, of whatever description, authorizing said Millandon to enforce the same, in or out of courts of justice. Said Millandon, for his part, assenting thereto.

And said Laurent Millandon, and said Alexander Lesseps, respectively, owners of the undivided half of the plantation, slaves, and movables effects—object of the two foregoing sales—have further declared, that being desirous to determine in an authentic manner, the clauses and conditions of the copartnership agreed upon by themselves, ever since the sixth of March last past, for the working and cultivation of said property as aforesaid—said parties, to wit: Laurent Millandon and Alexander Lesseps, do by these presents agree to adopt, by mutual consent, the following articles of copartnership, to wit:

Article First.

The term of this partnership, commencing on the sixth of March last past, as aforesaid, shall expire on the first day of March, eighteen hundred and thirty-nine, but said term may be extended, should the parties deem it advisable, and consent thereto.

Article Second.

The control and supervision of the plantation and slaves shall be intrusted to said A. Lesseps, who binds and obligates himself to bestow thereon the whole of his attention and care.

Article Third.

Each partner shall be bound to furnish to his copartner, a quarterly detailed account of the expenses incurred by him during that period, and a general settlement of all accounts shall annually take place on the first of March, so long as this partnership shall last.

Article Fourth.

The disbursements made by each partner, shall bear interest at the rate of ten per cent. per annum, and the balance which either partner shall owe the partnership, shall be discharged and paid with interest thereon, at the rate hereinbefore stipulated, on the first of March following, so that the first settlement shall take place on the first of March, eighteen hundred and thirty-five, and on every subsequent month of March, until the dissolution of this said partnership.

Article Fifth.

The revenues shall be exclusively affected to the payment of the

disbursements and expenses—and the excess, if any there be, shall be applied to the payment of the capital due by the partnership—and neither of the partners shall be authorized to dispose of the revenues, before the absolute payment of the capital and expenses due by the partnership.

Article Sixth.

Should said Alex. Lesseps, by unforeseen circumstances, be unable to make and effect his share of the payments as they become due and payable, said Millandon shall and doth by these presents bind himself to advance the same for said Lesseps, and the amount of said advances shall be reimbursed to said Millandon in the manner determined in Article Fourth.

Article Seventh.

The copartners shall participate and contribute equally and each, for one half, in the profits, charges and losses, of said partnership.

Article Eighth.

They shall practise the greatest economy in the management of the affairs of said partnership, and Mr. Lesseps, in consequence of the obligation herein stipulated in Article Second, shall devote more time to the affairs of said plantation.

Article Ninth.

Purchases of slaves for the use of the plantation shall be made by mutual consent of the partners, and any sale thereof shall be passed in the name of both partners.

Article Tenth.

No improvement of considerable magnitude shall be made on said plantation, unless it be with the consent of both partners—and no sale, alienation, or other transfer of lands or slaves belonging and appertaining to said partnership shall take place, under penalty of nullity, unless it be with the formal consent of both partners.

Article Eleventh.

In case of dissolution of the partnership by the expiration of the term for which it is formed, or by any other unforeseen cause not provided for in these articles of agreement, said partnership shall be immediately liquidated, and the property thereunto belonging sold.

Article Twelfth.

Should the property belonging to the partnership be sold, in the case provided for by Article 11, it shall be effected by auction, or

amicably under the following terms and conditions, to wit: Cash for any sum or amount which might be due by the partnership, and the balance at one, two, three and four years' credit, for notes satisfactorily indorsed and secured by mortgage, on the property sold, with interest, at the rate of seven per cent. per annum, from date thereof until final payment.

Article Thirteenth, and last.

But should the sale of the property of the partnership should happen to by effected by virtue of Article Eleventh, and that said partnership should owe nothing, in that case the property thereof shall be sold at auction, or amicably in the following manner: One-fifth cash, and balance on a credit of one, two, three, and four years, for notes satisfactorily indorsed, secured by mortgage, and bearing interest at the rate of seven per cent. per annum, from date thereof until paid.

Thus done and passed, on the day, month, and year first hereinbefore mentioned, in the presence of Messrs. Stephen Le Gardeur and Amadeo Morel, witnesses specially required hereto, and domiciled in said city, and signed by Mr. and Mrs. Millandon, Mr. and Mrs. Lesseps, the said witness, and the undersigned notary, after reading of the whole.

(Signed): L. T. Millandon, A. Lesseps, Elmire Millandon, born Montreuil, Trémé Lesseps, S. Le Gardeur, Amadeo Morel.

GUSTAVE LE GARDEUR,
Notary Public.

A true copy from the original.

[SEAL.] P. LACOSTE,
Notary Public.

NEW ORLEANS, February eighth, eighteen hundred and fifty-four.

DEFENDANTS' EVIDENCE.

No. 4.

Offered 5th April, 1855.

(Translated from the French.)

Sale of an undivided half of plantation and slaves from Millandon to Lesseps.

Be it known, that on this twenty-sixth day of the month of June, in the year eighteen hundred and thirty-nine, the sixty-third year of the Independence of the United States of America,

Before Louis T. Caire, Notary Public, in and for the City of New Orleans, Parish of Orleans, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned,

Personally came and appeared, Mr. Laurent Millandon, residing in this city, of Bourbon Street, who declared to me, notary, that he did, by these presents, sell, cede, transfer, and abandon, under guarantee of his act and promises, but with substitution and subrogation, in his place and stead for all rights of whatever character which he might be entitled to exercise against his vendor, and the preceding vendors and proprietors.

Unto Mr. Alexander Lesseps, residing in said Parish as aforesaid, here present, and accepting and purchasing for himself, his heirs and assigns.

1st. The undivided half of a sugar plantation, and known by the name of "Mon Secours," situated in the Parish of Plaquemines, in this State, in that part of said Parish called Pointe du Portage, on the right bank of the Mississippi River, about ten leagues below said City of New Orleans; said plantation measuring altogether thirty-nine arpents and twenty-five toises, front to said river, by forty arpents in depth, and more if any there be, both in front or depth, but with no warranty as to any excess in measurement; bounded on the upper line by the land of Eugene Macarty, and on the lower line, by the plantation heretofore known as St. Sophie; together with the undivided half of the buildings, improvements, negro huts, appurtenances, with no exception or reservation whatever; all which premises are well known to the purchaser, who admits the fact.

2d. The undivided half of the horses, cattle, and animals of whatever description, on said plantation; of the plows, carts, working tools, and utensils of whatever kind used for the working of said plantation, with no exception or reservation whatever; all which are well known to said Lesseps, residing on said plantation, and who oversees the same.

3d. The undivided half of the slaves hereinafter named, such as they are, with no guaranty said Millandon, against the vices and deceases declared by law; said Millandon being already proprietor of the one undivided half of said slaves, well acquainted with the same, and in possession thereof.

1. Sam, a negro man, aged about thirty-two, cart driver, sugar-maker, and wheelwright.

2. Joe Wallace, a negro boy, aged about thirty-two years, cooper, carpenter, sugar maker, a faithful servant.

3. Samuel, a negro man, aged about thirty-one years, shoemaker, hostler, and coach driver.

4. Dick, Samuel's father, a negro, aged about twenty-six years, plough boy, and field hand.

5. James Affa, a negro man, aged about fifty, good sugar maker.

6. Tawny, a negro man, aged about thirty-six years, somewhat of an engineer, house servant, and cook.

7. John Affa, a negro man, aged about twenty-four, field hand,

plough boy, a good coach driver, and understanding something about coopering.

8. Tony, a negro man, aged about twenty-three years, field hand, plow boy, and cart driver.

9. Joe Arden, a negro man, aged about twenty-four years, field hand, plough boy, and cart driver.

10. Saunders, a negro boy, aged about twenty-four years, field hand, and cart driver.

11. Fed, a negro man, aged thirty-one years, field hand, plough boy, and cart driver.

12. Jacob, a negro man, about thirty-two years old, field hand, plough boy, and cart driver.

13. Harry, a negro man, aged about forty-six, field hand, plough boy, good coach driver, a faithful servant.

14. Edmond, negro man, aged about twenty-four years, field hand, a faithful servant.

15. James Court, a negro man, aged about thirty, field hand.

16. John Jack, a negro man, about fifty-one years old, field hand.

17. Moses, a negro boy, aged about eighteen, a good cart driver.

18. Little Peter, a negro boy, about seventeen years old, good cart driver.

19. Thema, a negro woman, aged about thirty-six years, a good washerwoman, cook, and baker.

20. Dora, negro girl, about thirty-six, field hand, washerwoman, cook, nurse, and house servant.

21. Celina, a negro woman, aged about twenty, a good house servant.

22. Anny, a negro woman, field hand, aged about thirty-six years.

23. Rachel, a negro woman, aged about twenty-four years, a field hand.

24. Rinah, a negro woman, aged about forty-six, a field hand.

25. Affa, a negro woman, aged about forty-one years, good nurse and hospital keeper, seamstress, and mattress maker.

26. Francis, a mulatto boy, aged about twelve years, the child of Affa.

27. Sabius, negro boy, aged nine years, another child of Affa.

28. Peter, a negro boy, aged about thirty-eight years, cart driver, plough boy, carpenter, a faithful servant.

29. Smart, aged about twenty-nine years, engineer, blacksmith, and field hand.

30. Nat, aged about thirty-eight years, field hand, and a good plough boy.

31. Paul, aged about twenty-four years, field hand, plough boy, and ox cart driver.

32. July, aged about twenty-four years, field hand, plough boy, and ox driver.

33. Simon, aged about twenty-one years, field hand, plough boy.
34. Little John, a child of Esther, aged about 13 years.
35. Richard, a child of Esther, aged eleven years.
36. Paris, also a child of Esther, aged about eight years.
37. Peggy, the last child of Esther, aged about six months.
38. Milly, a negro woman, aged about twenty-eight years, a cook, and house servant.
39. Sarah, a child of Milly, aged about eighteen months.
40. Raphael, also a child of Milly, aged about eighteen years.
41. Marceline, also a child of Milly, aged seven years.
42. Sarah, still another child of Milly, sucking.
43. Priscilla, a negro woman, aged about forty-six years, field hand.
44. Sophie, a child of Priscilla, aged about twelve.
45. Harriet, alias Henriette, another child of Priscilla, aged about nine years.
46. Charlotte, a negro woman, aged about twenty-six years, a field hand.
47. Mary Ann, a child of Charlotte, aged about nine years.
48. Bass, alias Batz, a negro woman, aged about thirty-four years.
49. Baptiste, a child of Bass, aged about six years and a half.
50. Hilaire, another child of Bass, aged five years.
51. Rose, a negro woman, aged about twenty-six years, field hand.
52. Becca, a child of Rose, aged about nine years.
53. Old Elsey, a negro woman, aged about forty-six years, field hand.
54. Jessee, a child of Old Elsey, a mulatto boy, aged about twelve years.
55. Young Elsey, a negro woman, aged about twenty-four years.
56. Bob, a child of Young Elsey, aged about five years and a half.
57. Sally, a child of Elsey, aged about one year.
58. Little Lucy, a child of Marie, about ——.
59. Clarend, a negro woman, aged about forty-six years, a field hand, and cook for the gang.
60. Judith, a negro woman, aged about twenty-nine years, a field hand.
61. Old Rachel, a negro woman, aged about sixty years, a field hand.
62. Kitty, alias Ketty, a negro woman, aged about twenty-one, a field hand.
63. Gustave, a child of Ketty, aged about three years.
64. Cloe, a child of Ketty, aged about two years.
65. Little Mary, also a child of Kitty, aged about one year.
66. Lisa, a negro woman, aged about twenty-one years, field hand.
67. Andre, a child of Lisa, aged about three years.
68. Jenny, a negro girl, aged about seventeen, field hand and nurse maid.

69. William, a negro boy, aged about twenty, good cart driver, coach driver, with a scar on the right hand.
70. Jackson, a negro boy, aged about twenty years, a cart driver.
71. Edwin, a negro boy, aged about twenty years, cart driver.
72. Scipio, a negro boy, aged about twenty years.
73. Adams, a negro boy, aged about eighteen years, cart driver.
74. Frank, a negro boy, aged about eighteen years, affected with hernia.
75. Elizabeth, about
76. Anna, aged about thirty years.
77. Reine, a griff girl, aged about twenty-three years.
78. Aaron, a negro man, aged about thirty-two years.
79. Ben, a mulatto boy, aged about twenty-seven years.
80. Isaac, a negro man, aged about thirty-two years.

4th. All the rights and claims, with no exception or reservation whatever, which the present vendor has or may have by virtue of the act of sale hereinafter mentioned, in and to a certain extent or tract of land situated on the left bank of the Mississippi river, measuring forty-five arpents front to the river by forty arpents in depth, bounded on the one side by the above-described plantation and on the other by the estate of Mrs. Coiron; said land being known by the name of "Ste. Sophie Plantation," formerly belonging to Messrs. D'Aquin Brothers, Peter E. Tractour, and others—also known by the name of Hancockville. Such, at all events, and in such condition as said half is, and exists, said vendor declaring that he cedes and transfers all his rights to the one-half of said tract of land, with no reservation whatever, but with no guarantee from his part, substituting and subrogating purely and simply said Lesseps to all the rights resulting from the adjudication and from the sale hereinafter mentioned, with the measure as aforesaid, more or less, reverting to the profit or loss of the purchaser.

Titles to the Premises sold.

The plantation "Mon Secours," described in the first place herein, belonged to the said Alexander Lesseps by virtue of the adjudication made to him, at the public sale of the property surrendered by Jean Joseph Coiron, to his creditors, on the sixth day of March, 1834, together with the slaves: Sam, Joe Wallace, Samuel, Dick, James Affa, Sawny, John Affa, Tony, Joe Arden, Sanders, Fed, Jacob, Harry, Edmund, James Court, John Jack, Moses, Little Peter, Thema, Dora, Celina, Amy, Rachel, Rinah, Affa, Francis, Sabine, and a few others, who have since died; together with the cattle, working tools, and apparatus necessary for the cultivation of said plantation. In consequence of the aforesaid adjudication, an act of sale was passed to said Lesseps by Theodore Nicolet, then syndic of the creditors of Coiron, before Gustave Le Gardeur, then a notary public in this city, on the 22d day of March, 1834.

The slaves Peter, Smart, Nat, Paul, July, Simon, Little John, Richard, Paris, Peggy, Milly, Raphael, Marceline, Priscilla, Sophy, Harriet, Charlotte, Mary Ann, Bass *alias* Batz, Hilaire, Baptiste, Rose, Becca, Old Elsey, Jessy, Young, Bob, Little Lucy, Clarenda, Judith, Old Rachel, Kitty, Liza, Jenny, William Jackson, Edwin, Scipio, Adams, Frank, were adjudicated to Laurent Millandon, at the public sale of the property surrendered by said Coiron to his creditors, and made on the sixth day of March, eighteen hundred and thirty-four (together with a few other slaves who have since died), and in consequence of said adjudication as aforesaid, Theodore Nicolet, then the syndic of the creditors of said Coiron, passed unto said Millandon a deed of sale, before Gustave Le Gardeur, then a notary on the twenty-second day of March, 1834.

The following slaves were born on said plantation since the aforesaid adjudication, to wit: Sarah, a child of Marceline; Sally, a child of Elsey; Sarah, a child of Milly; and Gustave, Cloe, and Little Mary, children of Kitty and Andrew.

Elizabeth was purchased by Mr. Millandon from Mr. Farrie, per act before Louis T. Caire, notary public, on the 24th day of May, eighteen hundred and thirty-four.

And said plantation and said slaves became property in common, by said Millandon and said Lesseps selling to each other the undivided half of the same, which had been respectively adjudicated to them as aforesaid, and they contracted a partnership for the working and cultivation of said plantation, by a public act, before Gustave Le Gardeur, a notary public, on the ninth day of June, eighteen hundred and thirty-four.

The slave Anna was purchased by said Lesseps and Millandon from the syndics of Edward Guerin, as per act before Felix Grima, a notary, on the eighth day of August, 1834.

The slave Reine was purchased also by the same parties, from Adelaide Ferrand, as per act passed before Ferrand, then a notary public, on the 11th of April, 1836.

Aaron was also purchased by said Lesseps and Millandon, from John R. Grymes and William C. C. Claiborne, testamentary executors of Henry Agenior Bosque, as per act before Carlile Pollock, a notary public in this city, on the 17th of July, 1836.

Isaac was purchased by the same parties, from Telimens Rodgers, as per act before Amedee Ducatel, a notary public in this city, on the 18th February, 1837.

And, finally, Ben was purchased by the same parties from S. T. Slater, as per act before William Boswell, then a Notary Public, on the 31st of January, 1838.

The land before known as St. Sophie plantation and subsequently parcelled under the name of Hancockville, was adjudicated to said Millandon and Lesseps on the second of April, eighteen hundred and thirty-eight, by the honorable Gilbert Leonard, Parish Judge of the

Parish of Plaquemines; and in consequence of said adjudication, which was effected after complying with all legal requirements, as declared by said Judge of said Parish, he granted to said Millandon and Lesseps, an act of sale bearing the same date as said adjudication.

Consideration for these presents.

This sale is made and accepted for the sum of eighty-four thousand four hundred dollars, ... $84,400

For payment of said sum the purchaser has furnished:

1st. A promissory note subscribed by himself to the order of Laurent Millandon, for the sum of ten thousand dollars, payable the first day of March, 1841, ... $10,000

2d. A note subscribed by the same party, to the order of said Millandon, for ten thousand dollars, payable on the first day of March, 1842, . 10,000

3d. A note subscribed by the same to the order of said Millandon, for ten thousand dollars, payable the 1st of March, 1843, ... 10,000

4th. A note subscribed by said Lesseps, to the order of said Millandon, for twelve thousand seven hundred dollars, payable the first of March, 1844, 12,700

5th. A note subscribed by the same party to the order of the same, for thirteen thousand three hundred dollars, payable the 1st March, 1845, . 13,300

6th. A note subscribed by said purchaser to the order of the said vendor, for thirteen thousand nine hundred dollars, payable the 1st March, 1846, . 13,900

7th. And the last note subscribed by the same, to the order of the same, for fourteen thousand five hundred dollars, ... 14,500

Equal to (as aforesaid), ... $84,400

It is hereby expressly agreed between the said parties, that should the notes hereinbefore described, should not be punctually paid when respectively due, that the same shall bear interest at the rate of ten per cent. per annum from the date when due until final payment; but this clause shall not be so construed as granting to the subscriber or drawer of said notes, any further term than as hereinbefore stipulated.

The notes above described are of even date with these presents; and for the purpose of identifying the same herewith, they were signed *ne varietur* by the undersigned notary, and handed over to said Millandon, who admits the receipt thereof and grants full acquittance for the same.

In order to secure the payment of said notes and interest, if any,

the plantation "Monsecours," the slaves hereinbefore named, and the tract of land St. Sophie, as aforesaid, the object of the present sale, are, by these presents, mortgaged by special privilege in favor of said vendor, of or in favor of any owner and bearer of said notes, until final payment of the same. Said Lesseps consenting that the one undivided half which is now sold unto him, together with the undivided half unto him belonging, by virtue of the titles hereinbefore mentioned, be both jointly hypothecated for surety of the payment of said sum of eighty-four thousand four hundred dollars—the price of the present sale and interest if any.

By means of the foregoing sale and with the reservation of the privilege hereinbefore retained and mentioned, said Millandon doth by these presents subrogate said Lesseps to all the rights of ownership, whatsoever, which he had or might have on the "Monsecours plantation," and the slaves thereon, and on the tract of land St. Sophie, hereinbefore fully described, and their appurtenances—wishing that to be seized and possessed of the same, in order to enjoy, use and dispose of the same as unto him lawfully belonging now and forever—and hereby further substituting and subrogating said purchaser to all the rights, whatever, which this vendor might exercise against his vendor and the vendors of his vendors.

It appears, according to the certificate of the Judge, ex-officio recorder of mortgages, in and for the parish of Plaquemines, bearing date the 24th June, instant, hereunto annexed for reference, that the immovables and slaves, the object of the present sale, are free from all mortgage in the name of said Lesseps and Millandon.

The present appearers declared, that they were neither tutors nor curators of minors, interdicted persons, or absentees; but that they were married, and that the renunciation of their wives should be part of the present act.

And for the said purpose personally appeared, Victor Burthe, Esq., residing in said city, on Bourbon Street, acting in the name and on behalf of Mrs. Martha Elmira Montreuil, the wife of said Millandon, absent from this State, and by virtue of a special power of attorney granted by her to him for the purpose of these presents, as her act before the undersigned notary, dated the twenty-fifth May of the present year, who declared that for the purpose of complying with the intention expressed by his principal in the aforesaid power of attorney, and, moreover, considering that the sale made by Mr. Millandon to Lesseps was advantageous to the community existing between said vendor and his said wife, said agent declared, having taken cognizance of what proceeds he intended renouncing in the name of his said principal, all the rights of mortgage, or other rights, which she might have on the immovables and slaves hereinbefore sold, whereupon said notary informed said agent that before receiving the renunciation which he intends making for his said principal, Mrs. Millandon, that he wishes to inform him of the nature of her rights

it the effect of said renunciation; and then the said undersigned notary informed Mrs. Burthe, out of the presence of Mrs. Millandon, that the laws of this State grant to the married wife a general mortgage on all the property of her husband, and even on those belonging to the community, in case she should have renounced the same.

1. For the restitution of her dowry, or for the replacing of the dotal property which she has brought in marriage, and this from the date of celebration of said marriage.

2. For the restitution or the replacing of any dotal property which she might have acquired during marriage, either by succession or donation, and this from the date that the succession was opened in her favor, or that the donation took effect.

3. For indemnification of the debts which she might have contracted with her husband, and also for the replacing of her own property alienated, from the date of said indebted, or of the sale as aforesaid.

4. For surety of the obligations imposed upon the husband in case he should have had the enjoyment of the paraphernal property of his wife, or for the reimbursement of the price thereof, in case the same should have been alienated by the wife, and that he should have received the price thereof, or should have benefited by it otherwise.

And finally, that said Mrs. Millandon, by renouncing to her said rights, as aforesaid, will for ever be debarred from attacking the present sale, either by herself or otherwise.

And said Victor Burthe, admitting to be perfectly well informed of the rights granted by the laws of this State to married women on the property of their husband, and on those of the community, declared, that by virtue of the special power of attorney, aforesaid, and of his free will and accord, that he renounced, by the presents, in favor of said Lesseps, his heirs or assigns, on the immovables and slaves herein previously described and mentioned, to all the dotal, matrimonial, and other rights which his said principal may have on the immovable property and slaves, the object of these presents, wishing and intending that said purchaser be seized and possessed of the same; and also that he may use and dispose of the same as unto him belonging lawfully, now and forever.

By reason of the mortgage granted by said Lesseps for the purpose of securing the payment of the sum of eighty-four thousand four hundred dollars, the price as aforesaid of the present sale, on the undivided half of the immovables and slaves, hereinbefore sold and described.

Personally appeared and intervened herein, Mrs. Marie Manette Treme, the wife, of lawful age, of said Alexander Lesseps, with whom she resides in this said parish, and being by her said husband duly and specially authorized, and who, after the reading of the premises

unto her by the undersigned notary, she consented to and approved of the whole.

And said Mrs. Lesseps further declaring that it was her intention to renounce all rights, actions, and privileges, and mortgages, which she may have or might have and be entitled to exercise on the undivided half of the immovables and slaves, the object of this sale; whereupon, the undersigned notary stated to her, that before causing her to sign these presents, he would inform her of the nature of her rights and the effect of her renunciation; and then said notary stated to her, out of the presence of her husband, that the laws of this State grant to a married woman a general and tacit mortgage on the whole property of her husband, and even on property belonging to the community.

1st. For the restitution of her dowry, or for the replacing of the dotal property which she has brought at the time of marriage, and this, dating from the celebration of said marriage.

2d. For the restitution or the replacing of any dotal property she acquired during marriage, either by succession or donation, and this, from the date the succession was opened in her favor, or that the donation took effect.

3d. For indemnification of the debts she should have contracted with her husband, and also for the replacing of her own property alienated, from the date of any such indebtedness or obligation, or from the date of the sale as aforesaid.

4th. For surety of the obligations imposed upon the husband in case he should have had the enjoyment of the paraphernal property of his wife, or for the reimbursement of the price of the same should the same have been alienated by his said wife, and that the husband should have received the price thereof, or should have converted it to his own use in any other manner.

And finally, that by renouncing the before-enumerated rights, she loses now and forever the power of contesting the validity of these presents—herself or any other person on her behalf.

And said Mrs. Lesseps admitting being perfectly well informed of the rights granted her by law, on the property of her husband, and on the community property, stated and declared that she did persist in the intention hereinbefore expressed by her, and that of her own accord and free will she did formally renounce, by the presents, in favor of said Millandon, his heirs or assigns, all the matrimonial, dotal, paraphernal rights, and all and any inscribed mortgage, whether legal or tacit, and all privileges and other rights which the laws of this State doth or may hereafter grant her.

Thus done and passed, at the City of New Orleans, in the office of the undersigned Notary, in the month, date and year first written, in presence of Messrs. Edmund Dufilho and Auguste Huard, witnesses hereto required, and domiciled in this said city, who have signed together with the parties and me, Notary, after reading of the whole.

(Signed) L. Millandon, A. Lesseps, for Mrs. Elmire Millandon, Victor Burther, Agent, Treme Lesseps, Edm. Dufilho, Auguste Huard.

LOUIS T. CAIRE,
Notary Public.

A true copy from the original, deposited in my office for reference. New Orleans, eighth February, eighteen hundred and fifty-four.

[SEAL.] (Signed) H. PAUL CAIRE,
Notary Public.

DEFENDANTS' EVIDENCE. No. 5.

Record in case of J. J. Coiron v. *his Creditors, from Fifth District Court, New Orleans.*

State of Louisiana, Fifth District Court of New Orleans.

JEAN JOSEPH COIRON
v.
HIS CREDITORS. } No. 10,720.

Petition filed 17th July, 1833.

To the Honorable the District Court of the State of Louisiana, for the First District.—The Petition of Jean Joseph Coiron, a planter of the Parish of Plaquemines, humbly showeth:—That owing to the repeated misfortunes that have fallen upon him at different times, and to the depression of the value of the agricultural produce of this State, he finds himself in the painful necessity of surrendering his property to his creditors, and of availing himself of the laws of the land relative of insolvent debtors. Wherefore this petitioner prays that he may be allowed to call a meeting of his creditors, that he may lay before them a statement of his affairs and surrender them his property, and that in the meantime, all proceedings against his person and property be stayed:—and whereas amongst the creditors of this petitioner, there are some who reside out of this Parish and State: this petitioner further prays, that an attorney be appointed to represent the said absent creditors at the meeting which shall be held upon the order above prayed for, and as in duty bound, &c.

(Signed) P. SOULE,
Of Counsel for the Petitioner.

A Statement of the affairs of John Joseph Coiron.

Credits.

A plantation situated in the said Parish of Plaquemines, on the left hand side of the River Mississippi, measuring 30 arpents and twenty toises front to the said River Mississippi, with the usual depth, together with the house built upon it and dependencies of the said

house, the sugar house, steam mill and other appurtenances belonging thereto, the whole valued	$91,000 00
Instruments of husbandry and others, carts, &c.,	1,200 00
Horses, mules, about eighteen in number, . .	1,200 00
About 25 head of cattle, ...	600 00
Forty-six male and grown slaves, . . .	28,400 00
Twenty-seven female slaves, ...	12,000 00
Fourteen children, valued	2,000 00
Two shares in the steamboat Bonita, . . .	200 00
House furniture, &c., ...	600 00
Carried over, ...	$137,200 00

Debts.

1833.		
By account to E. Leon Bernard, . .	$237 50	
" Puech & Bein, . .	317 61	
" Duvel & St. Victor, .	734 60	
" J. G. Irraiza, . . .	172 50	
" R. Layton, . . .	592 27	
" Debue & Goutz, . .	215 37	
" Claude Letory, . .	263 92	
" C. Janin, . . .	128 00	
" M. Jamleer, . . .	636 33	
" Dr. Labaurie, . .	110 00	
" G. Leonard, . . .	88 00	
" J. C. Thompson, . .	362 37	
" Dr. Thomas, . . .	180 50	
" F. S. M. Coiron, for Superintending the Plantation the last three years, ...	6,000 00	
By account to B. Bonny, . . .	2,867 30	
" J. Stoney (Charleston S. Carolina), ...	4,082 37	
By mortgage to T. Nicolet & Co., .	93,630 00	
" V. Livingston, N. York,	15,000 00	
Feb. 8. By interest due to the same, .	1,200 00	
13. To note of J. J. Coiron, order of F. S. M. Coiron (mortgage),		1,640 00
Feb. 27. To note of J. J. Coiron, or order of Salvant (mortgage),		120 00
April 3. To note of J. Leeds, "		389 89
" J. J. Coiron, and Coiron, and F. S. M. Coiron, order of Joseph Bouchand, New York, . . .		2,750 00

	To note of J. J. Coiron, and Coiron, order of F. S. M. Coiron, ...	$905 70	
	To note of Ditto, order of J. B. Wilkinson, . . .	250 00	
May 15.	To note of F. S. M. Coiron, order of Laroque Turgran, indorsed by G. N. Allard, with mortgage, . . .	1,000 00	
May 23.	To note of J. J. Coiron, order of F. S. M. Coiron (Toledano & Lequidre), . .	1,465 00	
	To note of Ditto (Thompson),	864 00	
Sept. 3.	" " (J. Morris), mortgage, ...	2,500 00	
1834.			
	To note of Ditto, and Z. Coiron, (J. Morris), mortgage, .	350 00	
Sept. 3.	To note of Ditto (J. Morris), mortgage, ...	2,500 00	
			$141,553 24
1836.			
April.	To note of F. S. M. Coiron, order of J. J. Coiron and Z. Coiron, mortgage, . .		9,563 00
1838.			
	To note of Ditto, ditto, ...		10,837 00
April.	" Ditto, ditto, ...		11,475 00
	To Madam Coiron, ...		4,477 00
			$177,905 24

I, Jean Joseph Coiron, do solemnly swear that the above Schedule contains a correct and faithful statement of all the property I possess, either in movables or immovables, or in other rights or claims, except, however, the effects which the law authorizes me to keep; and I do further solemnly swear, that the said Schedule and the Petition to which it is annexed, contain a correct and faithful statement of my passive and active debts, and of the causes which have reduced me to the steps which I now take, and that nothing of my property has either directly or indirectly been diverted to the injury of my creditors. So help me God.

(Signed) JOHN JOS. COIRON.

Sworn to and subscribed before me at New Orleans, this 16th July, 1833.

(Signed) J. BERMUDEZ,
Judge.

Order.

The cession of the petitioner's property is accepted for the benefit of his creditors; and it is ordered that a meeting of said creditors take place at the office of Gustave Le Gardeur, Esq., Notary Public, after the usual and legal notices, for the purposes mentioned in the petition; in the meantime all judicial proceeding against the person and estate of said petitioner are stayed. Alonzo Morphy, Esquire, is appointed to represent the absent creditors.

(Signed) F. GRIMA,

17th July, 1833. Judge, per interim.

Proces Verbal of Meeting of Creditors.

Proceedings of Creditors, filed 12th September, 1833.

United States of America, State of Louisiana, City of New Orleans.

Be it known, that on this twenty-sixth day of August, eighteen hundred and thirty-three, in the fifty-eighth year of the American Independence, at ten o'clock A.M., in pursuance of an order from the Honorable the First Judicial District Court of this State, bearing date the seventeenth July last, and issued upon a petition presented to said Honorable Court, by Jean Joseph Coiron, a planter of the Parish of Plaquemines, showing, that owing to repeated misfortunes that have fallen upon him at different times, and to the depression of the value of the agricultural produce of this State, he finds himself in the painful necessity of surrendering his property to his creditors, and of availing himself of the laws of the land, relative to insolvent debtors: and, therefore, praying that he may be allowed to call a meeting of his creditors, that he may lay before them a statement of his affairs, and surrender them his property; and that in the meantime all proceedings against his person and property may be stayed; and, moreover, praying, whereas amongst the petitioner's creditors there are some who reside out of the parish and state, that an attorney be appointed to represent the said absent creditors, of which petition and order of Court, as well of the tableau of said insolvent's affairs, a duly certified copy is hereto annexed for reference. Before me, Gustave Le Gardeur, Notary Public, in and for this City and Parish of Orleans, duly commissioned and sworn, appointed by the aforesaid order of Court to preside over the meeting of said Jean Joseph Coiron's creditors, and in the presence of the witnesses hereinafter named and undersigned,

Personally came and appeared Mr. Theodore Nicolet, one of the firm of Theodore Nicolet & Co., who declared, under oath, that his said firm are creditors of the said Coiron in the sum of ninety-three thousand six hundred and thirty dollars, in manner and form as

stated in an Act passed before Charles Janin, then a notary in this city, on the twenty-eighth February, eighteen hundred and thirty-two, between the said firm of Theodore Nicolet & Co., and the said Coiron, and hereby referred to for greater certainty. The said Nicolet votes for himself to be sole Syndic; he votes that the plantation and slaves, and the improvements thereon, animal, implements of agriculture, and everything appertaining to the said plantation, be sold in mass, and without division, at the following place, and upon the following terms and conditions, to wit: That the sale be made at auction in the City of New Orleans, at the Exchange Coffee-House, or some other public place in said city, at a credit of one, two, three, and four years, the purchaser to give satisfactory indorsed notes, and special mortgage upon the property sold, for the price of sale, the purchaser binding himself not to alienate or mortgage the property purchased to the prejudice of the Syndic, the creditors, or the persons representing the creditors; or to sell the property surrendered for cash, as he may think most advantageous to the creditors, the act of sale to be passed before Gustave Le Gardeur, Notary Public; he, the said Syndic, is further authorized to manufacture and roll the crop now growing, if he thinks it best to the interest of the creditors, and for that purpose to employ all needful assistance, or sell the plantation of the crop thereon; that he may postpone the sale of the property surrendered, or any part thereof, until the first Monday of April, eighteen hundred and thirty-four, or sell the same in the interim, if he deems it advantageous to the creditors, on which day he, the said Syndic, shall make a final sale to the highest bidder, either for cash, or on the credit, terms and conditions aforesaid, the purchaser to pay interest from the day of sale, if sold on a credit, at the rate of five per cent. per annum, which interest shall be added in said notes, so as to make the face of the same for a specific sum, including the said interest; in case the Syndic should determine to manufacture and roll the said crop, he may put aside a sufficient quantity of cane for seed to replant the next crop, so that the plantation be more valuable and hold out inducement to purchasers; the said Nicolet grants no discharge, and reserves all his rights and those of said firm resulting from the said Act of the twenty-eighth of February, eighteen hundred and thirty-two, and said appearer has hereunto signed his name. Signed—Theodore Nicolet.

And also personally came and appeared Charles Janin, residing in this Parish, who being duly sworn in by the undersigned notary, declared and said that he is a bona fide creditor of said Jean Joseph Coiron, in the sum of one hundred twenty-eight dollars, that he grants the discharge asked for by the insolvent, appoints as syndic Mr. Theodore Nicolet, and for the terms, mode and conditions of the

sale, he refers to the declaration, made by said Theodore Nicolet, and votes for the same. In testimony whereof he has signed. Signed—Charles Janin.

And also personally came and appeared Mr. Hugo Chretien Gildmester, residing in this City, herein acting as attorney in fact of William G. Buckner, of the City of New York, State of New York, and trustee of Peter Vanbrugh Livingston, of the County of West Chester, in the State of New York (otherwise called and known as Vanbrugh Livingston), and of Harriet E. Livingston, his wife, by virtue of a power of attorney, bearing date the seventh of June, eighteen hundred and thirty-three, acknowledged before Stephen C. Williams, a Notary Public in the County of New York, on the same day and year, and annexed for reference to the proces verbal of a meeting of the creditors of the said J. J. Coiron, held before Lewis I. Caire, a Notary in this City, on the eleventh July, now last past, which said appearer being duly sworn, declared and said, that the said Livingston is a bona fide creditor of the said Jean Joseph Coiron, in the sum of sixteen thousand two hundred dollars, to wit: Fifteen thousand dollars, it being the amount of the sale of sixty slaves, made to the insolvent by the said trustees, for the account and benefit of Mr. and Mrs. Livingston, by act passed before Marc Lafitte, then a Notary Public in this City, on the seventh day of June, eighteen hundred and twenty-five, to which the original deeds, executed at Savannah, are annexed, and twelve hundred dollars, the interest thereon at the rate of eight per cent. per annum, due on the eighth of this month. The appearer votes for the sale of the slaves, mortgaged to his constituents or of the survivors thereof, to be made in the single lot at the same time and place, when and where the plantation and the other slaves shall be sold; he requires that said sale of the slaves, mortgaged to his constituents, be made at the following terms: for so much as will be due for the interest at the time of the sale, cash; the subsequent interest, payable at the time, the same shall fall due agreeably to the contract aforementioned, and the last six months' interest, together with the capital sum, payable on the eighth day of February, eighteen hundred and thirty-five, the whole in notes satisfactory indorsed and bearing mortgage on the slaves; the appearer declaring moreover that he reserves to his constituents all the privileges and rights resulting from their sale and mortgage aforesaid, and he further votes for the sale of the property surrendered, on the first Monday of April next, and that in the meantime the crop be made by the syndic for the benefit of the creditors; and said appearer has signed. Signed—Hugo C. Gildmester.

And also personally came and appeared Mr. Hugo Chretien Gildemeester, residing in this City, acting as attorney in fact of G. N. Allard, of the Parish of Plaquemines, by virtue of a power of attorney under private signature, bearing date the second July last, annexed to the proces verbal of a meeting of said J. J. Coiron's cre-

ditors, held on the eleventh of last month, and which has not been revoked, as the said appearer personally declares; which said appearer being duly sworn in by the undersigned notary, declared that his constituent is a bona fide creditor of said Jean Joseph Coiron, in the sum of sixteen hundred dollars, that he votes for Mr. Theodore Nicolet as syndic, and for all other reserve and restrictions, and for the conditions of the sale, he, the appearer, refers to the declaration herein made, and the vote given by him, for the debt of Mr. and Mrs. Livingston, and he has signed. Signed—Hugo C. Gildemeester.

And also personally came and appeared Mr. Hugo Chretien Gildemeester, residing in this City, acting as attorney in fact of Mr. Pierre Bayhi, of the Parish of Plaquemines, by virtue of a power of attorney under private signature, dated the second July last, and annexed to the aforementioned proces verbal of the meeting, held before Caire, and which has not been revoked, as the said appearer presently declares, which appearer being duly sworn, did declare and say, that his constituent is a bona fide creditor of said Jean Joseph Coiron, in the sum of three hundred and fifty dollars; that he votes for Mr. Theodore Nicolet as syndic, and for all other reserve and restrictions, and for the conditions of the sale, he refers to the declaration herein made, and the vote given by him for the debt of Mr. and Mistress Livingston, and he has signed. Signed—Hugo C. Gildemeester.

And also personally came and appeared Mr. Joseph Goutz, the surviving partner of the firm of Dubue and Goutz, who being duly sworn by the undersigned notary, declared and said: That said firm is a bona fide creditor of the insolvent Coiron, in the sum of two hundred fifteen dollars, thirty-seven cents; that he accepts the surrender of property tendered, appoints as syndic Mr. Theodore Nicolet, and as regards the sale of the plantation and slaves, refers to the declaration here above made by Mr. Nicolet, and votes without exception in the same way; and he has signed. Signed—Joseph Goutz.

And also personally came and appeared Mr. Victor St. Victor, residing in this City, acting for and in the name of his commercial firm of N. Durel and St. Victor, who being duly sworn by the undersigned notary, declared and said that he is a bona fide creditor of said Jean Joseph Coiron, by privilege, in the sum of seven hundred thirty-four dollars and sixty cents, accepts the cession tendered, reserves all the rights and privileges resulting from the nature of his debt, and appoints Mr. Nicolet as syndic; and he has signed. Signed—V. St. Victor.

And also personally came and appeared Mr. Pierre Gabaroche, fils, residing in this City, herein acting for and in the name of P. F. Thomas, by virtue of the procuration granted to him by this latter before Louis T. Caire, on the seventh August instant; which said appearer being duly sworn, declared and said, that his constituent is a bona fide creditor of said J. Joseph Coiron, by privilege, in the sum of

two hundred and nine dollars, twenty-five cents, that he accepts the cession tendered reserves all the rights and privileges resulting from the nature of his constituent's debt, appoints Mr. Nicolet as syndic, and as regards the sale of the plantation and slaves, refers to the declaration hereabove made by Mr. Nicolet, and votes without exception in the same way, and he has signed. Signed—Pour Dr. Thomas, Pierre Gabaroche, fils.

And also personally came and appeared Magloire Jambu, residing in this city, which said appearer, being duly sworn in by the notary undersigned, did declare and say: that he is a bona fide creditor of said Jean Joseph Coiron, in the sum of six hundred and thirty-six dollars thirty-three cents; accepts the cession of property tendered, reserves all the rights and privileges resulting from the nature of his debt, and appoints Mr. Theodore Nicolet as syndic, and he has signed. Signed—M. Jambu.

And also personally came and appeared Alonzo Morphy, Esq., attorney appointed by the aforesaid order of Court, to represent the absent creditors of said Jean Joseph Coiron, who declared, that having examined the proceedings had in this matter, before the District Court of the First District, as also the foregoing declarations, he finds them regular, and has no objection to make thereunto, on behalf of the persons whom he is appointed to represent, and who have no authorized agent in this city, and he has signed. Signed—A. Murphy.

And it now being eight o'clock, P.M., and there appearing no other creditor, we have closed the present meeting at New Orleans, in my office, the day, the month, and year first before written, in the presence of Stephen Le Gardeur and Michel de Armas, competent witnesses, who have signed with me, notary.

(Signed) GUSTAVE LE GARDEUR,
Notary Public.

S. Le Gardeur,
Michel de Armas.

A true copy.

[SEAL.] (Signed) GUSTAVE LE GARDEUR,
New Orleans, 29th of August, 1833. Notary Public.

Order on Minutes, 12th September, 1833.

John J. Coiron
v. } 10,720.
His Creditors.

This day, came H. Lockett, Esq., of counsel for Theodore Nicolet, the syndic appointed at the meting of the creditors of the insolvent, and filed the proceedings of said creditors, had before the notary public in this case.

Order on Minutes, 23d November, 1833.

Rule for Counsel Fees.

JOHN JOSEPH COIRON
v.
HIS CREDITORS. } 10,720.

On motion of P. Soulé, Esquire, of counsel for the insolvent, it is ordered by the Court, that Theodore Nicolet, syndic of the creditors of said insolvent, show cause on Saturday next, the 30th day of the present month, why the allowance to him, said P. Soulé, as counsel of said insolvent, should not be fixed at the sum of twelve hundred dollars. Extract from the minutes.

(Signed) H. FARRIE, [SEAL.]
Deputy Clerk.

Sheriff's return. Received, Nov. 25th, 1833, and served on the same day, copy of the within order on Theo. Nicolet in person. Returned, November 26th, 1833.

(Signed) J. H. HOLLAND,
Deputy Sheriff.

Petition for meeting of creditors.

Filed 27th December, 1833.

To the Honorable the District Court of the State of Louisiana, for the First District.

The petition of Theodore Nicolet, syndic to the creditors of J. J. Coiron, shows, that at a meeting of the creditors of said Coiron had heretofore, before Gustave Le Gardeur, the creditors voted and determined upon the terms and conditions of the sale of the property ceded by said Coiron to his said creditors. Your petitioner shows, that he thinks it would be for the manifest interest of said creditors, that said terms and conditions should be altered, so as instead of selling the plantation, improvements, &c., and all the slaves, animals, &c., in mass and without division, that the same should be sold separately. Wherefore, he prays this Honorable Court order another meeting of said creditors before said Le Gardeur, to take into consideration, and deliberate upon the propriety of changing the terms and conditions of sale, as set forth in the first meeting.

(Signed) CARLETON & LOCKETT,
For Petitioner.

Order.

Upon application of Theodore Nicolet, syndic to the creditors of J. J. Coiron, it is ordered that the creditors of said Coiron do meet

at the office of Gustave Le Gardeur, Esq., Notary Public, on Tuesday, the 28th day of January, 1834, then and there to take into consideration the propriety of changing the terms and conditions of the sale of the property ceded by said Coiron to his creditors, so as to authorize said syndic to sell the same separately, should the creditors be of opinion that such mode of sale would be for their interest.

(Signed) C. WATTS.

NEW ORLEANS, 27 December, 1833.

Proces verbal of meeting of creditors.

Meeting of Creditors.

Filed 31st January, 1834.

United States of America, State of Louisiana, City of New Orleans.

Be it known, that on this twenty-eighth day of January, eighteen hundred and thirty-four, in the fifty-eighth year of the American Independence, at ten o'clock A.M., in pursuance to an order from the Honorable the First Judicial District Court of this State, bearing date the twenty-seventh of December last past, and issued upon a petition presented to said Honorable Court, by Theodore Nicolet, syndic to the creditors of J. J. Coiron, showing that at a meeting of the creditors of said Coiron had heretofore, before Gustave Le Gardeur, the creditors voted and determined upon the terms and conditions of the sale of the property ceded by said Coiron to his said creditors. That he, the petitioner, thinks it would be for the manifest interest of the creditors, that said terms and conditions should be altered, so as instead of selling the plantation, improvements, &c., and all the slaves, animals, &c., in mass and without division, that the same should be sold separately; and therefore praying said Honorable Court to order another meeting of said creditors before said Le Gardeur, to take into consideration, and deliberate upon the propriety of changing the terms and conditions of sale, as set forth in the first meeting (of which petition and order of Court, a duly certified copy is hereto annexed for reference). Before me, Gustave Le Gardeur, Notary Public, in and for this City and Parish of Orleans, duly commissioned and sworn, appointed and designated by the aforesaid order of Court, to preside over the meeting of said J. J. Coiron's creditors, and in the presence of the witnesses hereinafter named and undersigned,

Personally came and appeared Mr. Theodore Nicolet, one of the firm of Theodore Nicolet & Co., of this city; the said Theodore Nicolet acting on behalf of his said firm, creditor of the said Coiron in the sum of ninety-three thousand six hundred and thirty dollars, and in his capacity as duly appointed syndic of the creditors and estate of said Coiron, declares, that he votes that the plantation,

slaves, and the improvements thereon, and implements of agriculture, and everything appertaining to the plantation, be sold in mass, and without division, at the following place, and upon the following terms and conditions, to wit: That the sale be made at auction in the City of New Orleans, at the Exchange Coffee-house, or some other place in the said city, at a credit of one, two, three and four years; the purchaser to give satisfactorily indorsed notes, and special mortgage upon the property sold, for the price of sale, the purchaser binding himself not to alienate or mortgage the property purchased to the prejudice of the syndic of the creditors, or the persons representing the creditors, or to sell the property for cash, as he may think most advantageous to the creditors; the acts of sale to be passed before Gustave Le Gardeur, Notary Public. That he, moreover, votes that he, the said syndic, be further authorized to manufacture and roll the crop now growing, if he thinks it best to the interest of the creditors, and for that purpose, to employ all needful assistance, or sell the plantation and the crop thereon; that he may postpone the sale of the property surrendered, or any part thereof, until the first Monday of April, eighteen hundred and thirty-four, or sell the same in the interim if he deems it advantageous to the creditors, on which day, he, the said syndic, shall make a formal sale to the highest bidder, either for cash or on the credit, terms and conditions aforesaid; the purchaser to pay interest from the day of sale if sold on a credit, at the rate of six per cent. per annum, which interest shall be added in said notes so as to make the face of the same for a specified sum, including the said interest; in case the syndic should determine to manufacture and roll the said crop, he may put aside a sufficient quantity of cane to replant the next crop, so that the plantation may be more valuable, and hold out inducements to purchasers. The said Nicolet grants no discharge, and reserves all his rights, and those of his said firm, resulting from an hypothecary act, passed on the twenty-eighth of February, eighteen hundred and thirty-two, before Charles Janin, then a notary in that city. The syndic may, if he thinks proper, first offer the said plantation for sale in block, including all slaves, animals, farming utensils, improvements, &c.; and if there be a bona fide bid to the amount of sixty thousand dollars for the same, the said syndic is authorized to instruct the auctioneer to adjudicate the said property to such bidder; but said syndic may, in the first instance, sell said plantation, slaves and animals separately one by one, or in such lots and parcels or numbers as he may deem most advantageous to the creditors.

Should said syndic, however, offer the said plantation in block, as above said, and no one should bid as aforesaid, then said syndic is hereby authorized to cause the sale of said property to be made on the spot, and without any further notice or delay, separately as before described; and, in case the sale be made separately, the syndic shall sell the plantation, improvements, animals, and farming appa-

ratus first ; the animals and farming utensils at six months' credit, with indorsed notes ; and one, two, and three years' credit for the plantation and improvements, with indorsed notes and special mortgage ; and the slaves payable first March, 1835, and first March, 1836, with mortgage and indorsed notes ; it being understood that the purchaser is to pay interest at six per cent. per annum, which will be calculated and included in the face of the note, so as to make one sum. If all the property cannot be sold on the same day within the usual hours, the syndic may continue the next day, and so on till the whole be sold ; the notes to be made payable at the Louisiana State Bank, in the City of New Orleans, and in such sum as required by the syndic. The syndic may sell the crop at private sale on such terms as he thinks fit ; and the appearer, having no other declaration to make, has hereunto signed his name.—Signed : Theodore Nicolet.

And, also, personally came and appeared Messrs. Francois D'Aquin, said Adolphe acting in his own name, and in that of Mr. Francois Bizoton D'Aquin, his brother, whereof he is the attorney in fact, by virtue of the private letter of attorney hereto annexed for reference ; Jerome Bayou, in the name and on behalf of Mrs. Felicite Julie D'Aquin, his wife ; and Mr. Jean Agaisse, in the name and on behalf of Mrs. Marie Antoinette D'Aquin, his wife, said Mrs. Agaisse as sole and only heir under benefit of an inventory of the late Francois D'Aquin, her father ; and the said Mrs. Bayou, and Messrs. Francois Adolphe and Francois Bizoton D'Aquin as only heirs under benefit of an inventory of the late Thomas D'Aquin, their father, bona fide creditors in about the sum of forty-six thousand dollars of the said Jean Joseph Coiron : which said appearers, in their capacity aforesaid, did declare, that they vote that the forty-six slaves, on which they have mortgage subsidiary on to two mortgages, the one in favor of Vanburgh Livingston, of New York, and the other in favor of John Morris, Pierre Bayhi, and Gabriel Nicolas Allard, as the whole more fully appears from act executed before Charles Janin, then a notary, on the eighteenth May, eighteen hundred and thirty-two, be sold separately one by one, and payable first March, 1835, and first March, 1836, with indorsed notes and special mortgage ; it being well understood, that the purchaser is to pay interest at six per cent. per annum, which will be calculated and included in the face of the note, so as to make one sum ; and the said appearers opposing and protesting against any other mode of selling the aforesaid forty-six slaves, and reserving all and singular the rights resulting in their favor from the aforesaid act of the 18th May, eighteen hundred and thirty-two, and refusing to grant any discharge whatever to the said Coiron, declare, that for the terms, mode, and conditions of the sale of the remainder of the property ceded by the said Coiron to his creditors, they refer to the declaration here above made by Theodore Nicolet, and vote for the same.

In testimony whereof, they have hereunto set their names. Signed, J. Agaisse, J. Bayou, A. D'Aquin.

And, also, personally came and appeared Mr. Charles Janin, residing in this parish, who, as bona fide creditor of the said J. J. Coiron in the sum of one hundred and twenty-eight dollars, declares, that he grants discharge to the said Coiron; for the terms, mode, and conditions of the sale of the property ceded by said Coiron to his creditors, he refers to the declaration here above made by Mr. Theodore Nicolet, and votes for the same. In testimony whereof he has hereunto set his name. Signed, Charles Janin.

And, also, personally came and appeared Mr. Hugo Chretien Gildemeester, residing in this city, herein acting as attorney in fact of William G. Buckner, of the City of New York, and trustee of Peter Vanburgh Livingston, of the County of West Chester, in the State of New York (otherwise called and known as Vanbough Livingston), and of Harriet E. Livingston, his wife, by virtue of a power of attorney bearing date the seventh of June, eighteen hundred and thirty-three, acknowledged before Stephen C. Williams, a notary public in the County of New York, on the same day and year, and annexed, for reference, to the proces verbal of a meeting of the creditors of the said J. J. Coiron, held before Louis T. Caire, a notary in this city, on the eleventh day of July, eighteen hundred and thirty-three: which said appearer declared, that, on behalf of the said Livingston, a bona fide creditor of the said J. J. Coiron, in the sum of sixteen thousand two hundred dollars, or more, he votes that the slaves mortgaged to his constituents or the survivors thereof, be sold in one single lot at the same and place when and where the plantation and the other slaves shall be sold; and that the sale of said slaves mortgaged to his constituents, be made at the following terms: for so much as will be due for the *the* interest at the time of the sale, cash; the subsequent interest, payable at the time of the same, shall fall due aggreeably to the sale of sixty slaves made to the insolvent by the trustees aforenamed, for the account and benefit of Mr. and Mrs. Livingston, by act passed before Marc Lafitte, then a notary public in this city, on the seventh day of June, eighteen hundred and thirty-five; and the last six months' interest, together with the capital sum, payable on the eighth day of February, eighteen hundred and thirty-five, the whole in notes satisfactorily indorsed, and bearing mortgage on the slaves; the said appearer declaring, moreover, that he reserves to his constituents all the privileges and rights resulting from their sale and mortgage aforesaid; and that he further votes, that the sale of the property surrendered take place on the first Monday of April next, and he has signed.—Signed, Hugo C. Gildemeester.

And whereas it now is three o'clock, P. M., the said H. C. Gilde-

meester requested that the meeting be continued open this evening from five o'clock. In testimony whereof, he has hereunto signed his name, together with Messrs. Stephen Le Gardeur and Pierre Edward Tricou, both competent witnesses, and me, notary.—Signed, Hugo C. Gildemeester, P. E. Tricou, S. Le Gardeur, Gustave Le Gardeur.

And it now being five o'clock, P. M., according to adjournment, personally came and appeared Mr. Hugo Chretien Gildemeester, residing in this city, acting as attorney in fact of G. N. Allard, of the Parish of Plaquemines, by virtue of a power of attorney under private signature, bearing date the second July last (1833), annexed to the proces verbal of a meeting of said J. J. Coiron's creditors, held on the eleventh July, 1833, before L. T. Caire, a notary in this city, and which has not been revoked, as the said appearer presently declares; and this appearer, in the name, and on behalf of his said constituent, a bona fide creditor of the said Coiron in the sum of sixteen hundred dollars, declares that he refers entirely, and without restriction any, to the declaration hereinabove made, by Mr. Theodore Nicolet, and votes for the same; and he has signed. Signed: Hugo C. Gildemeester.

And also personally came and appeared Mr. Hugo Chretien Gildemeester, residing in this city, herein acting as attorney in fact of Mr. Pierre Bayhi, of the Parish of Plaquemines, by virtue of a power of attorney, under private signature, dated the second July, 1833, and annexed to the aforementioned proces verbal of the meeting held before Caire, and which has not been revoked, as this appearer presently declares; which said appearer in the name, and on behalf, of the said Pierre Bayhi, a bona fide creditor of the said J. J. Coiron in the sum of three hundred and fifty-dollars, declares, that he refers entirely, and without restriction any, to the declaration hereinabove made, by Mr. Theodore Nicolet, and votes for the same; and he has signed. Signed: Hugo C. Gildemeester.

And also personally came and appeared Mr. Theodore Nicolet, of this city, herein acting as the attorney in fact of Mr. Magloire Jambu, of this city, by virtue of a letter of attorney, under private signature, dated the twenty-seventh of January instant, and hereto annexed for reference; which said appearer in the name, and on behalf of his said constituent, a bona fide creditor of the said J. J. Coiron in the sum of six hundred and thirty-six dollars, thirty-three cents, declares, that he refers entirely, and without restriction any, to the declaration which he has here above made, in the name of his firm, and as Syndic of the creditors of said Coiron, and votes for the same; and he has hereunto set his name. Signed: Theodore Nicolet.

And also personally came and appeared Mr. James Puech, of this city, one of the firm of Puech and Bein, of this city, which said appearer in the name, and on behalf of his said firm, a bona fide

creditor of the said J. J. Coiron in the sum of dollars, that he refers entirely and without restriction any, to the declaration hereinabove made, by Mr. Theodore Nicolet, and votes for the same, reserving to his said firm all the rights and privileges resulting from the nature of their debt. And said appearer has hereunto signed his name. Signed: James Puech.

And also personally came and appeared Mr. Barthelemy Bonny, of this city, a bona fide creditor of the said J. J. Coiron in the sum of two thousand eight hundred and sixty-seven dollars, thirty cents; who declared, that he votes that the forty-six slaves, hypothecated in favor of the heirs D'Aquin, or the survivors thereof, be sold separately, one by one, and payable first March, 1835, and first March, 1836, with indorsed notes and special mortgages, it being well understood that the purchaser is to pay interest at six per cent. per annum, which will be calculated and included in the face of the note, so as to make one *sum*, and said appearer opposing and protesting against any other mode of selling the aforesaid forty-six slaves, or the survivors thereof, reserving all and singular the rights resulting in his favor, from the nature of his debts, and refusing to grant any discharge whatever to the said Coiron, declares that for the terms made, and conditions of the sale of the remainder of the property, ceded by the said Coiron to his creditors, he refers to the declaration here above made by Theodore Nicolet, and votes for the same. In testimony whereof, he has hereunto set his name. Signed: B. Bonny.

And it now being eight o'clock, P. M., and there appearing no other creditor, I have closed the present meeting at New Orleans, in my office, the day, month, and year, first before written, in the presence of Messrs. Stephen Le Gardeur, and Pierre Edward Tricou, competent witnesses, who have signed with me notary. Signed: P. E. Tricou; S. Le Gardeur, Gustave Le Gardeur, Not. Pub.

A true copy from the original.

(Signed) GUSTAVE LE GARDEUR, [SEAL.]
Not. Pub.

NEW ORLEANS, January 30th, 1834.

Opposition of Messrs. D'Aquin et al. to the Homologation of Proceedings had before Notary.

Filed 6th February, 1834.

JOHN J. COIRON
v.
HIS CREDITORS.

District Court.

The opposition of Marie Antoinette D'Aquin, the wife of Jean Agaisse, of New Orleans, and by him hereto assisted and authorized, by Julie Felicite D'Aquin, the wife of Jerome Bayou, and by him hereto assisted and authorized, both of New Orleans, of Francois D'Aquin alias Bizotin, and Francois D'Aquin alias Adolphe, both of New Orleans, to the homologation of the proceedings had before the notary in this case, on the twenty-eighth day of January, last past, and to the right given to the Syndic, to sell in block the plantation, including all slaves, animals, farming apparatus, improvements, &c., if they come up to the sum of sixty-thousand dollars. The said opponents say, that they are creditors of the said insolvent, in the sum of forty-six thousand dollars, in form and manner stated in the said deed, hereto annexed as part of this petition, with mortgage, registered in the Parish of Plaquemines, as the whole appears from the same act passed before Octave De Armas, Notary Public, acting in lieu of Charles Janin, absent by Legislative leave. That they oppose the broad sale of the plantation, as stated in the vote of Nicolet, at the aforesaid meeting of the creditors, as contrary to their rights and interests, as far as the said sale should concern the forty-six slaves sold by Vanburgh Livingston to J. J. Coiron, and they pray that said forty-six slaves, named in the deed already mentioned, be sold separately, at one and two years' credit.

(Signed) J. AGAISSE,
E. A. CANON,
Of Counsel.

Deed.

State of Louisiana, United States of America.

Before Octave De Armas, representing Charles Janin, absent by leave of an act of the Legislature of the State, both Notaries Public for the Parish of Orleans and City of New Orleans, and residing in said city,

Personally came and appeared, Mrs. Marie Antoinette D'Aquin, the wife of Jean Agaisse, and by him duly authorized; Mr. Francois D'Aquin, alias Bizoton; Mr. Francois D'Aquin, alias Adolphe, and Mrs. Felicite Julie D'Aquin, wife of Mr. Gerome Bayo, her husband, and by him duly authorized, all of lawful age and domiciled in said city; Mrs. Agaisse stipulating as beneficiary heir and sole heir of

Mr. Francois D'Aquin, her deceased father; Messrs. Francois D'Aquin, alias Bizoton, Francois D'Aquin, alias Adolphe, and Mrs. Bayon, stipulating all three as sole and also beneficiary heirs of their father, Thomas D'Aquin, deceased, of the one part.

And of the other part, Mr. Francois Sainte Marie Coiron, a planter, residing in the parish of Plaquemines, in this state.

And also of the other part, Mr. John Joseph Coiron, and Mrs. Julienne Genevieve Elizabeth Zelime Ganthier, his wife, by him duly authorized, and both residing in said Parish of Plaquemines, in said state aforesaid.

Which said Messrs. and Mrs. D'Aquin, the appearers first herein previously named, have sold by these presents, with no other guarantee but that of their own acts, unto said Francois Sainte Maria Coiron, the appearer secondly herein named, accepting.

First. All the rights of ownership and other rights, with no reservation whatever, which said beneficiary heirs of Francois D'Aquin and Thomas D'Aquin have and may have in and to the plantation formerly denominated "Chene Vivant," and now "St. Sophie," situated in said Parish of Plaquemines, on the left bank of the River Mississippi, about eleven leagues below the City of New Orleans, measuring forty-five arpents front to the river, more or less, and the depth indicated by a plan annexed to an act dated December first, eighteen hundred and six, passed before Pierre Pedesclaux, then a notary in said city, being an act of sale from Samuel B. Davis to Mr. together with their rights to the buildings, improvements and other appurtenances belonging to said plantation.

Second. All the rights of ownership and other rights which said heirs of D'Aquin have or may have in and to the slaves hereinafter named, to wit: *Kassy*, aged about thirty-seven; *Billy*, about forty-seven; and *Tom*, forty-five.

Third. And finally, all the rights of said Messrs. and Mrs., vendors in and to the proceeds of the slave *Boree*, sold by Mr. Millandon, and to the one half of the crops of the years 1829 and 1830, gathered or which may have been gathered on said "Sainte Sophie plantation," such as said rights have been adjudicated upon in favor of said heirs of D'Aquin, by the judgment of the Supreme Court rendered in March, eighteen hundred and thirteen.

Which said plantation and slaves as aforesaid are well known to said purchaser as aforesaid, who acknowledges having seen and examined the same, and who wishes no further designation or description thereof; and said purchaser is by these presents entitled to enjoy, dispose of, and transfer said rights of ownership as aforesaid, and other rights in and to said St. Sophie Plantation, the slaves hereinbefore named, and the one half of said crops as aforesaid, as unto him belonging in full ownership.

All said rights of ownership and other rights, are sold such as they exist and result:

1st. From an act of the nineteenth December, eighteen hundred and eight, passed before Pierre Pedesclaux, being a sale of said plantation with eighteen slaves, part of those hereinbefore named. 2d. From the judgment of the District Court for the First Judicial District of the State of Louisiana, dated the twenty-fourth December, eighteen hundred and twenty-seven, and affirmed (as to said rights of ownership as aforesaid) by the Supreme Court, by judgment thereof rendered on the 15th of May, eighteen hundred and twenty-eight. 3d. And finally from the judgment of the Supreme Court rendered on the first of March, eighteen hundred and thirty.

The present sale is made for the price of sixty-five thousand two hundred and nineteen dollars, which said purchaser has bound and obligated himself to pay in the following manner, to wit: 1st. Fifteen thousand two hundred and sixty-seven dollars and eighty-three cents, by virtue of the transfer, which they, the appearers hereinbefore thirdly mentioned, to wit: Mr. and Mrs. Coiron, in their capacities of sureties, and parties bound in solido (to said purchaser as aforesaid), shall hereinafter make to the vendors, for a debt of equal amount to the above, against Mr. Laurent Millandon, merchant in said city; and, upon condition that said transferres and the said purchaser shall remain hypothecary debtors in solido, to the vendors herein, for any sum or amount which Mr. Millandon might deduct on the total amount of said debt, by paying the same to them; said transferers, and said purchaser, preserving and retaining in that event, their right of action against Mr. Millandon for any such difference. 2d. Eighteen thousand seventy-six thousand dollars seventeen cents, for which payment Mr. and Mrs. Coiron, appearers thirdly named, will hereinafter make themselves liable and responsible; said purchaser granting in favor of said vendors the Saint Sophie Plantation and slaves sold by these presents, with power to Mr. Agaisse of selling the same for his said account, in order from the proceeds thereof of paying said sum of eighteen thousand seventy-six dollars seventeen cents, together with interest and costs, should it be necessary. 3d. And for the balance of thirty-one thousand eight hundred and seventy-five dollars, twenty-eight notes to wit: nine thousand five hundred and sixty-two dollars fifty cents, in nine notes, payable on the thirtieth of March, eighteen hundred and thirty-six, ten thousand eight hundred thirty-seven and fifty cents, in ten notes, payable throughout March, eighteen hundred and thirty-seven; and eleven thousand four hundred and seventy-five dollars, in nine notes, payable on the thirtieth March, eighteen hundred and thirty-eight; the payment of which said twenty-eight notes shall be secured as follows, to wit:

1st. By mortgage on the excess value of the St. Sophie Plantation and other property and rights hereinbefore sold, which said mortgage shall rank immediately after the one just stipulated.

2d. By mortgage on the excess value of the Monsecours Planta-

tion, and on forty-three slaves on said plantation, which said mortgage shall be ranked after that of Messrs. Theodore Nicolet & Co., for a sum of ninety-three thousand six hundred and thirty dollars, payable the fifteenth of July, eighteen hundred and thirty-three.

3d. And, by a mortgage on the excess value of the forty-six slaves, purchased from Peter Vanburg Livingston, of New York, subsidiary to said Livingston's mortgage, for fifteen thousand dollars, together with interest and costs, at the rate of eight per cent.; and, also, to that of Messrs. John Morris, Pierre Bayhi, and Gabriel Nicolas Allard, for twelve thousand seven hundred dollars and twenty-seven cents.

For the purpose of securing the punctual execution of the payments mentioned in the preceding clause, in the manner therein specified by the parties, for their respective account, they have stipulated and have severally bound themselves as follows, to wit:

First. Mr. John Joseph Coiron and his wife, by him duly authorized, appearers thirdly herein mentioned as aforesaid, do, by these presents, declare to be sureties, and liable, in solido (waiving all benefit of division or discussion), of said François Ste. Marie Coiron, second appearer herein aforesaid, towards the vendors, beneficiary heirs, previously named, of said deceased François and Thomas D'Aquin, first appearers as aforesaid, accepting of the total sum of sixty-five thousand two hundred and nineteen dollars, being the price of the present sale; and, also, of all the interest and costs with which said price might hereinafter be increased. And, as to the said fifteen thousand two hundred and sixty-seven dollars and eighty-three cents to be paid, to be first paid on account of said price; said Mr. and Mrs. Coiron, third appearers as aforesaid, have, by these presents, delegated, ceded, and transferred to said vendors, an equal sum thereto of fifteen thousand two hundred and sixty-seven dollars and eighty-three cents, due to the transferers, by Mr. Laurent Millandon, residing in said city, by virtue of a judgment of the Supreme Court of this State, rendered the 20th February, 1832, in the case of D'Aquin & al. *v.* Coiron & al., and to which both parties make reference. The transferers hereby authorizing the transferees, who are now subrogated to all their rights and actions whatsoever, to receive said sum of from Mr. Millandon, and to grant him any necessary acquittance, discharge, and erasure of mortgage. It is well understood that the transferers will remain, as also the purchaser, hypothecary debtors, in solido, towards the vendors, for any sum which Mr. Millandon might retain on the amount of said debt as aforesaid, by paying the same to them; and that this deficiency shall be guaranteed and secured by a mortgage hereinafter stipulated, in favor of the vendors, on the Plantation Monsecours, and the slaves and other objects appertaining thereto; said transferers and said purchaser shall preserve, in that event, all their rights of action and privileges, for the purpose of enforcing their recourse against

Mr. Millandon, in reimbursement of said difference, together with any and all interest, damages, and costs. It is, moreover, covenanted that the transferers will be at liberty to obtain, at their own expense, a copy of the before-mentioned judgment of the Supreme Court, which is the title or evidence of said debt, and to cause the transfer thereof to be notified by any bearer of a copy of the present act, or of an extract of the same, sufficiently explicit.

Second. Mr. François Ste. Marie Coiron, for surety of the payment of the aforesaid second sum of eighteen thousand and seventy-six dollars and seventeen cents, and to be paid by himself, on the twenty-sixth day of the month of May instant, on account and in part payment of the price hereinbefore determined, did declare, specially, to hypothecate, in favor of the vendors hereby accepting, the Plantation St. Sophie, as hereinbefore described, together with the slaves and all other property, rights, with no reservation whatever, hereinbefore sold and acquired by him; said purchaser binding himself not to alienate the same, to the prejudice of the present covenant, and confessing judgment for the amount of said second sum, with interest and costs, should any accrue, and granting the right to any Judge and competent tribunal to exact from him the said payment, in the same manner as by virtue of a final judgment, and unappealable. And said purchaser specially grants to Mr. Jean Agaisse, of this city, as aforesaid, full and irrevocable power, in order that, in default of payment of the share by him, said purchaser, on the 26th May instant, said Agaisse cause to be sold, for his account, on the terms and conditions said Agaisse may deem proper to determine, at Hewlett's Exchange, by an auctioneer of this city, said Ste. Sophie Plantation, the slaves and all and any other property and rights sold unto said purchaser, and by him hypothecated by these presents, and pay from the net proceeds thereof, said sum of eighteen thousand and seventy-six dollars and seventeen cents, together with interest and costs, if any there be.

Third. And for the balance of thirty-one thousand eight hundred and seventy-five dollars, the said purchaser has forthwith furnished twenty-eight notes, dated the seventeenth day of May, instant, subscribed by himself to the order of John Joseph Coiron, indorsed by the latter, and after him by his wife, with his authorization; nine of which said notes are each for the sum of one thousand sixty-two dollars and fifty cents, and amounting to nine thousand five hundred and sixty-two dollars and fifty cents, payable on the thirtieth March, eighteen hundred and thirty-six; ten others, said notes, as follows, to wit: nine for eleven hundred and thirty-three dollars and thirty-three and one-third cents each, and another for the sum of six hundred and thirty-seven dollars and fifty cents, and forming in the aggregate the sum of ten thousand eight hundred and thirty-seven dollars and fifty cents, payable on the 30th day of March, 1837; and, finally, the nine last, being each for twelve hundred and seventy five

dollars, making together eleven thousand four hundred and seventy-five dollars, payable on the 30th day of March, 1838; all which said twenty-eight notes amount, together, to a sum equal to said balance of thirty-one thousand eight hundred and seventy-five dollars, and have been signed and paraphed *ne varietur* for identification, with the mortgages hereinafter granted by the appearers hereinbefore thirdly named, by the undersigned notary, who forthwith delivered said notes to said vendors; who do by these presents acknowledge having received the same, and grant acquittance therefor on payment thereof. And in order to secure the whole eventual deficiency hereinfore provided for, and also the payment of said balance of thirty-one thousand eight hundred and seventy-five dollars, together with interest and costs, Mr. François Ste. Marie Coiron, in execution of the mode of payment hereinbefore agreed upon, to bind, affect, and hypothecate, specially, by these presents, in favor of the vendors, beneficiary heirs as aforesaid, of said François and Thomas D'Aquin, first appearers as aforesaid, who accept the excess value of the Ste. Sophie plantation, and of the slaves and other property and rights, hereinbefore sold.

And Mr. John Joseph Coiron, and his wife, by him authorized, third appearers herein previously named, likewise in execution of the mode of payment hereinbefore established, did declare to obligate, affect, and hypothecate, specially, by these presents, in favor of the vendors, beneficiary heirs as aforesaid of François and Thomas D'Aquin, first appearers, who have accepted the excess value of a plantation (a sugar farm) known by the name of "Mon Secours," and situated at "Pointe du Portage," in the parish of Plaquemines, in said State, on the left bank of the Mississippi River, about ten leagues below New Orleans, measuring thirty-nine arpents and twenty-five toises front to the river, by a depth of forty-nine arpents and more, if any there be, either in front or in depth; bounded on the lower line by the plantation known under the name of Sainte Sophie, and on the upper line by land owned by Abat and Macarty, together with all the buildings and improvements thereon, of whatever nature, the cattle, carts, working tools, and, finally, all the appurtenances thereunto belonging, with no exception or reservation whatsoever. Also forty-three slaves, to wit: Sam, a negro, aged about twenty-seven years; Dick, a negro, aged twenty-one years; Tim, a negro, aged twenty-six years; Fed, a negro, aged twenty-seven; Edmond, a negro, twenty-nine years old; Daniel, a negro, aged twenty-two years; Eady, a negro woman, aged thirty-four years; Tonny, a negro boy, aged nineteen; Sampson, a negro, aged twenty-seven; Edmond, a negro boy, aged fifteen; Walker, a negro boy, also aged fifteen; George, a negro boy, aged fourteen; Joe Harden, a negro, aged twenty years; Sam, a negro, aged twenty-two years; James, or Jim, a negro man, thirty-five years old; Walker, aged thirty-five years; John, aged twenty; Tony, a negro boy, aged

Mr. Millandon, in reimbursement of said difference, together with any and all interest, damages, and costs. It is, moreover, covenanted that the transferers will be at liberty to obtain, at their own expense, a copy of the before-mentioned judgment of the Supreme Court, which is the title or evidence of said debt, and to cause the transfer thereof to be notified by any bearer of a copy of the present act, or of an extract of the same, sufficiently explicit.

Second. Mr. François Ste. Marie Coiron, for surety of the payment of the aforesaid second sum of eighteen thousand and seventy-six dollars and seventeen cents, and to be paid by himself, on the twenty-sixth day of the month of May instant, on account and in part payment of the price hereinbefore determined, did declare, specially, to hypothecate, in favor of the vendors hereby accepting, the Plantation St. Sophie, as hereinbefore described, together with the slaves and all other property, rights, with no reservation whatever, hereinbefore sold and acquired by him; said purchaser binding himself not to alienate the same, to the prejudice of the present covenant, and confessing judgment for the amount of said second sum, with interest and costs, should any accrue, and granting the right to any Judge and competent tribunal to exact from him the said payment, in the same manner as by virtue of a final judgment, and unappealable. And said purchaser specially grants to Mr. Jean Agaisse, of this city, as aforesaid, full and irrevocable power, in order that, in default of payment of the share by him, said purchaser, on the 26th May instant, said Agaisse cause to be sold, for his account, on the terms and conditions said Agaisse may deem proper to determine, at Hewlett's Exchange, by an auctioneer of this city, said Ste. Sophie Plantation, the slaves and all and any other property and rights sold unto said purchaser, and by him hypothecated by these presents, and pay from the net proceeds thereof, said sum of eighteen thousand and seventy-six dollars and seventeen cents, together with interest and costs, if any there be.

Third. And for the balance of thirty-one thousand eight hundred and seventy-five dollars, the said purchaser has forthwith furnished twenty-eight notes, dated the seventeenth day of May, instant, subscribed by himself to the order of John Joseph Coiron, indorsed by the latter, and after him by his wife, with his authorization; nine of which said notes are each for the sum of one thousand sixty-two dollars and fifty cents, and amounting to nine thousand five hundred and sixty-two dollars and fifty cents, payable on the thirtieth March, eighteen hundred and thirty-six; ten others, said notes, as follows, to wit: nine for eleven hundred and thirty-three dollars and thirty-three and one-third cents each, and another for the sum of six hundred and thirty-seven dollars and fifty cents, and forming in the aggregate the sum of ten thousand eight hundred and thirty-seven dollars and fifty cents, payable on the 30th day of March, 1837; and, finally, the nine last, being each for twelve hundred and seventy-five

dollars, making together eleven thousand four hundred and seventy-five dollars, payable on the 30th day of March, 1838; all which said twenty-eight notes amount, together, to a sum equal to said balance of thirty-one thousand eight hundred and seventy-five dollars, and have been signed and paraphed *ne varietur* for identification, with the mortgages hereinafter granted by the appearers hereinbefore thirdly named, by the undersigned notary, who forthwith delivered said notes to said vendors; who do by these presents acknowledge having received the same, and grant acquittance therefor on payment thereof. And in order to secure the whole eventual deficiency hereinfore provided for, and also the payment of said balance of thirty-one thousand eight hundred and seventy-five dollars, together with interest and costs, Mr. François Ste. Marie Coiron, in execution of the mode of payment hereinbefore agreed upon, to bind, affect, and hypothecate, specially, by these presents, in favor of the vendors, beneficiary heirs as aforesaid, of said François and Thomas D'Aquin, first appearers as aforesaid, who accept the excess value of the Ste. Sophie plantation, and of the slaves and other property and rights, hereinbefore sold.

And Mr. John Joseph Coiron, and his wife, by him authorized, third appearers herein previously named, likewise in execution of the mode of payment hereinbefore established, did declare to obligate, affect, and hypothecate, specially, by these presents, in favor of the vendors, beneficiary heirs as aforesaid of François and Thomas D'Aquin, first appearers, who have accepted the excess value of a plantation (a sugar farm) known by the name of "Mon Secours," and situated at "Pointe du Portage," in the parish of Plaquemines, in said State, on the left bank of the Mississippi River, about ten leagues below New Orleans, measuring thirty-nine arpents and twenty-five toises front to the river, by a depth of forty-nine arpents and more, if any there be, either in front or in depth; bounded on the lower line by the plantation known under the name of Sainte Sophie, and on the upper line by land owned by Abat and Macarty, together with all the buildings and improvements thereon, of whatever nature, the cattle, carts, working tools, and, finally, all the appurtenances thereunto belonging, with no exception or reservation whatsoever. Also forty-three slaves, to wit: Sam, a negro, aged about twenty-seven years; Dick, a negro, aged twenty-one years; Tim, a negro, aged twenty-six years; Fed, a negro, aged twenty-seven; Edmond, a negro, twenty-nine years old; Daniel, a negro, aged twenty-two years; Eady, a negro woman, aged thirty-four years; Tonny, a negro boy, aged nineteen; Sampson, a negro, aged twenty-seven; Edmond, a negro boy, aged fifteen; Walker, a negro boy, also aged fifteen; George, a negro boy, aged fourteen; Joe Harden, a negro, aged twenty years; Sam, a negro, aged twenty-two years; James, or Jim, a negro man, thirty-five years old; Walker, aged thirty-five years; John, aged twenty; Tony, a negro boy, aged

nineteen; Moses, a negro boy, aged twelve; Francis, a mulatto boy, aged six years; Octavius, a negro boy, aged two years; Sandy, a negro boy, aged fifteen years; Peter, a negro boy, aged eight years; Jacob, a negro man, aged twenty-four years; Ishmael, a negro man, aged forty years; Joseph *alias* Joe Wallace, a negro man, aged thirty years; Sanders, a negro boy, nineteen years old; Levy, a mulatto boy, aged eighteen years; John Jack, a negro man, aged forty years; Little John *alias* Hostler, a negro, aged twenty-two years; Sawney, a negro, aged thirty-two years; Harry, a negro, aged forty years; Washington, a negro, aged twenty-five years; Dora, a negro woman, aged eighteen years; Thema, or Ketmore, a negro woman, aged twenty-five years; Affae, a negro woman, aged forty-two years; Rachel (Jane's daughter), a negro girl, aged seventeen years; Celinda (also a daughter of Jane), a negro girl, aged ten years; Rinah, a negro woman, aged thirty years; Sally, a mulatto girl, aged twenty years; Amy, a negro woman, aged thirty-five years; Dinah, a negro woman, aged thirty-seven years; and Lucy, a negro girl, aged twenty years, together with any and all children who may be begotten by the negro women and mulatresses hereinbefore named.

And said Mr. and Mrs. Coiron, third appearers as aforesaid, for security of the eventual deficiency hereinbefore provided for, and of the twenty-eight notes above described, and forming the aforesaid balance of thirty-one thousand eight hundred and seventy-five dollars, they do by these presents, moreover, specially mortgage in favor of the first appearers as aforesaid, who do hereby accept the excess value of the forty-six slaves hereinafter named, purchased by said John Joseph Coiron from Vanburg Livingston, and his wife, of New York, to wit: 1. Peter; 2. July; 3. Edwin; 4. Natt; 5. Frank; 6. Scipio; 7. Smart; 8. Jackson; 9. Paul; 10. Pierrot; 11. Adams; 12. William; 13. John, the son of Esther; 14. Simon; 15. Cæsar; 16. Coffee; 17. George; 18. Old Judith; 19. Young Judith; 20. Clarenda; 21. Charlotte; 22. Bess; 23. Old Lucy; 24. Mary; 25. Lucy, Mary's daughter; 26. Priscilla; 27. Milly; 28. Eliza; 29. Old Rachel; 30. Esther; 31. Old Elsey; 32. Rose; 33. Young Elsey; 34. Kitty; 35. Jenny; 36. Mary Ann, Charlotte's daughter; 37. Katy, Bess's daughter; 38. Baptiste, Bess's son; 39. Sophie, Priscilla's daughter; 40. Henriette, Priscilla's daughter; 41. Raphael, Milly's son; 42. Richard, Esther's son; 43. Paris, Esther's son; 44. Jesse, a mulatto, Old Elsey's son; 45. Lidie, Young Elsey's son; 46. Rebecca, an orphan.

And finally, it is expressly agreed between the parties, that so soon as it will be proved to the heirs of D'Aquin, vendors herein, in a satisfactory manner, that the Monsecours plantation and the forty-three slaves hereinbefore named in the first place, are subject only to a mortgage of forty-six thousand five hundred dollars; that the said heirs of D'Aquin, on the proof of this fact, do hereby bind

themselves to cause to be cancelled the mortgage granted on the forty-six slaves named in the second place. It being also well understood and agreed that so soon as the second appearer will be enabled to grant to D'Aquin's heirs a first mortgage on the Ste. Sophie plantation and forty slaves, for surety of the aforesaid balance of thirty-one thousand eight hundred and seventy dollars, together with interest and costs, and of the eventual deficiency hereinbefore mentioned, that the said heirs of D'Aquin do hereby obligate themselves on their part to grant a full release and cancellation of their mortgage on the Monsecours plantation, and all the slaves herein named.

And now doth herein intervene Mrs. Julienne Genevieve Elizabeth Zelime Gaultier, the duly authorized wife of John Joseph Coiron, and Mrs. Marie Lucile Gareau, duly authorized of Francois Sainte Marie Coiron; said wives as aforesaid acknowledging that the undersigned notary has duly informed them of the rights to which married women are entitled on the property of their husband, and they declared that of their own free will they, by these presents, did renounce in favor of D'Aquin's heirs, vendors herein as aforesaid, and they herein accepting thereof for themselves, their heirs and assigns, all the privileges or mortgages which by law or otherwise may affect in their favor the "Ste. Sophie" plantation, and the three slaves and other effects thereunto belonging and appertaining, and also "Monsecours" plantation, together with the eighty-nine slaves and other objects thereunto belonging. 1. For the restitution or replacing of the dotal property they may have brought in marriage; 2. For the restitution or the replacing of any dotal property which they may have acquired during marriage by succession or donations; 3. For the reimbursement of the price of their paraphernal property received by their husband, or of which they, said husbands, may otherwise have converted to their own use; 5. For the indemnification of the debts which said married women may have contracted with their husbands, as also for the replacing of their own private property alienated by their said husbands, and for other general causes whatsoever; said Mrs. Coiron, wife as aforesaid, intending and wishing that the price of the sale made by the beneficiary heirs of Messrs. Francois and Thomas D'Aquin, deceased, unto Francois Sainte Marie Coiron, amounting to the sum of sixty-five thousand two hundred and nineteen dollars, be paid on the two plantations and slaves hereinbefore named, by preference to their own right.

According to the certificates of the Recorder of Mortgages in this city, and that of the Parish Judge, ex-officio recorder of mortgages in and for the Parish of Plaquemines, hereunto annexed, there are no other mortgages against said Messrs. and Mesdames Coiron on the Monsecour plantation, and the forty-three slaves thereunto appertaining, and hereinbefore first named, than the following, to wit: 1. The one which said Mr. and Mrs. Coiron, third appearers herein, have granted, as per act of the eighteenth of March, eighteen hun-

dred and thirty, in the office of the undersigned notary, in favor of Messrs. Theodore Nicolet & Co. 2. The special one in favor of the same parties, as per act of the eighteenth April, eighteen hundred and thirty-one, before the same notary. 3. The special one in favor of the same parties, for security of a sum which comprehends and includes the consideration mentioned in said two preceding acts, said sum amounting in the aggregate to eighty-three thousand six hundred and thirty dollars, payable on the fifteenth of July, eighteen hundred and thirty-three. 4. Two special ones in favor of Messrs. Joseph Cummingh and Humphrey B. Guathmey, which said mortgages have been transferred to Mr. Laurent Millandon by two acts, the one on the seventh of June, eighteen hundred and twenty-five, executed before Marc Lafitte, then a notary in this city, and the other on the 21st June, eighteen hundred and twenty-six, before William Young Lewis, a notary in the said city. 5. Three special ones in favor of said Millandon, as per act before the Judge and Notary of the Parish of Plaquemines, dated the eighth and tenth of November, eighteen hundred and twenty-five. 6. The general one for three thousand three hundred and forty-two dollars and thirteen cents, in favor of said Laurent Millandon, resulting from a judgment rendered by the First Judicial Dictrict Court, on the twenty-eighth day of May, eighteen hundred and thirty, in the case of Marie Antoinette D'Aquin and others v. said Coiron; all which said mortgages in favor of said Millandon are virtually extinct in consequence of the judgments of the Supreme Court mentioned hereinbefore; said appearers in the third place named, binding themselves, however, by these presents, to cause said mortgages to be duly cancelled as soon as possible.

And as to the forty-six slaves acquired from Mr. Vanburgh Livingston, of New York, and hereinbefore mortgaged, it appears from the certificates of the same officers as aforesaid, that they are subject to no other mortgage than the one in favor of said Livingston, for security of fifteen thousand dollars, with interest at the rate of eight per cent. per annum, as hereinbefore stated—and in favor of Messrs. John Morris, Pierre Bayhi and Gabriel Nicolas Allard, for security of twelve thousand seven hundred dollars and twenty-seven cents. Said forty-six slaves being, however, subject to the same mortgages hereinbefore mentioned in favor of Mr. Laurent Millandon, which are extinct as hereinbefore stated.

And finally, concerning the debt of fifteen thousand two hundred and sixty-seven dollars and eighty-three cents, the transfer thereof, hereinbefore mentioned, having been made only by the third appearer herein, the second appearer being co-proprietor in said debt for one-fifth, doth by these presents certify and consent to said transfer, with full delegation thereof, hereby intending that the same be valid in the same manner as if this said appearer had joined the third appearer aforesaid, in said clause aforesaid, and should therein have stipulated to this effect.

Thus done and passed in the office of the undersigned Notary, this eighteenth May, eighteen hundred and thirty-two, in the presence of Messrs. Theophile Allain and Murville Volant Labarre, witnesses hereto required, residing in this said city, and who have signed with the parties and Notary, after reading of the whole.

(Signed) John Jos. Coiron; F. S. M. Coiron; Zelime Coiron, born Gaultier; Marie Lucille Coiron, born Gareau; J. F. Bayon, born D'Aquin; Jerome Bayon; M. A. Agaisse, born D'Aquin; J. Agaisse; F. D'Aquin; A. D'Aquin; Theophile Allain; M. V. Labarre; Octave De Armas, Not. Pub.

[SEAL.] A true copy of the original.
(Signed) OCTAVE DE ARMAS,
Notary Public.

I, the undersigned, do hereby certify that the foregoing act of sale, the copy of which precedes, has been duly recorded this date by me, in Book Twenty, No. 983, at pages 232, 233, 234, 235, 236, 237, 238, 239, 240 and 241, and that the mortgages mentioned in the aforesaid act, have this day been inscribed in my records of conventional mortgages, Book Third, No. 246, at page 225 and following.

In faith whereof, I have granted these presents, under my hand and the seal of my office, at the Parish of Plaquemines, the twenty-first day of May, eighteen hundred and thirty-two.

[SEAL.] (Signed) G. LEONARD,
Judge.

Rule for Counsel Fees.

Order, 1st March, 1834.

Jos. M. Coiron
v.
His Creditors. } 10710.

On motion of A. Graithe, Esq., on behalf of A. Morphy, Esquire, the counsel appointed to represent the absent creditors, it is ordered by the Court, that Theodore Nicolet, syndic of the creditors of the insolvent, show cause, on Saturday next, the eighth of March instant, why he should not pay to the said A. Morphy, the sum of two hundred and fifty dollars, for his professional services in this case.

Order on rule taken by Soulé for his Fee.

Order, 8th March, 1834.

In the Matter of Jean Jos. Coiron
v.
His Creditors. } 10720.

The rule heretofore taken on the syndic in this case, on behalf of P. Soulé, Esq., attorney of the insolvent, for an allowance for his

professional services, was this day called by consent of counsel for hearing before the Court. Soulé, P. P.; Lockett for syndic. When by consent of the counsel for the syndic, it is ordered by the Court, that the sum of six hundred dollars be allowed said P. Soulé, for his service aforesaid, and that the same be paid him as a privileged debt out of any funds in the hands of the syndic belonging to the insolvent's estate.

Order on rule taken by Morphy for his Fee.

Order, 8th March, 1834.

In the Matter of JEAN JOS. COIRON
v.
HIS CREDITORS. } 10720.

The rule taken on the syndic in this case on behalf of A. Morphy, Esq., was this day called for hearing before the Court, when by consent of counsel, it is ordered by the Court that the same be continued till Saturday next.

Order, 15th March, 1834.

JEAN JOS. COIRON
v.
HIS CREDITORS. } 10720.

The rule taken on Theodore Nicolet, syndic of the creditors of the insolvent, on behalf of A. Morphy, counsel for the absent creditors, was this day called for hearing before the Court. Graithe, on behalf of Morphy; Lockett for syndic. When, after hearing counsel, the Court by consent of the counsel for the syndic—order that said rule be made absolute, and that the sum of two hundred and fifty dollars be allowed to said A. Morphy, for his professional services—to be paid out of the dividends coming to the absent creditors.

Order fixing Oppositions for trial.

Order, 17th January, 1835.

JEAN JOSEPH COIRON
v.
HIS CREDITORS. } 10720.

On motion, it is ordered by the Court that the oppositions in this case be fixed for trial on Saturday next the 24th instant.

Submission of Oppositions.

Order, 24th January, 1835.

JOHN J. COIRON
v.
HIS CREDITORS. } 10720.

The opposition filed in this case came on this day for trial before the Court, Carleton and Lockett for syndic; Canon for opposing creditors; when, after hearing arguments of counsel, it is ordered by the Court that the same lie over for consideration.

Order overruling Opposition.

Order, 12th March, 1835.

JOHN JOSEPH COIRON
v.
HIS CREDITORS. } 10720.

The Court having taken this case under consideration, on the opposition of Marie Antoinette D'Aquin and others, filed in this case, do for the reasons assigned in the written opinion this day delivered and on file, order and adjudge that said opposition be overruled.

Opinion of the Court.

Reasons filed 12th March, 1835. Coiron obtained an order for the meeting of his creditors on 17th July, 1833. The meeting took place before the notary, on the 26th August, 1833.

T. Nicolet & Co. were creditors for $93,630. T. Nicolet was voted for and elected syndic. Vanburgh Livingston and wife are also creditors for $16,000, with mortgage on 26 slaves. It appears that the D'Aquins are third mortgagees on the same 46 slaves for $46,000, but the D'Aquins did not attend this meeting. At the meeting of 26 August, 1833, Nicolet & Co. voted for the following terms and conditions of sale: A sale by auction in New Orleans, at the Exchange Coffee-House, in mass, at a credit of 1, 2, 3, and 4 years, or to sell for cash as he (viz., the syndic) might think fit. That syndic might postpone the sale of the property surrendered until first Monday of April, 1834, or sell in the interim, if he deems it advantageous to the creditors, on which the syndic shall make a final sale to the highest bidder, either for cash or on terms of credit named. Gildermeester, as agent of Vanburgh Livingston and wife, vote for sale of 46 slaves on the terms there stated.

On 27 December, 1833, the syndic, Nicolet, filed a petition praying for another meeting of creditors, under the suggestion that instead

of selling the plantation and slaves in mass, it would manifestly be for the interest of the creditors to sell separately. This meeting was held on 28th January, 1834. Nicolet & Co., by T. Nicolet, vote to sell in mass, and without division, at 1, 2, 3, and 4 years, on first of April, 1834, on which day the sale was to be made for cash, or on the credit named, as the syndic should think best. Nicolet & Co. also vote that syndic may offer the whole in block, and if it brings $60,000, it is to be adjudicated; but the syndic may in the first instance sell the plantation, slaves, &c., one by one, or in such lots, parcels, and numbers, as he sees fit; should the syndic, however, offer the said plantation in block as above said, and no one should bid, as aforesaid, then said syndic is hereby authorized to cause the sale of said property to be made on the spot and without any further notice or delay, separately, as before described, and in case the sale be made separately, the syndic shall sell the plantation, improvements, animals, and farming apparatus first, the animals and farming utensils at six months' credit with indorsed notes and special mortgage, and the slaves, payable first March, 1835, and first March, 1836. Gildermeester, for Livingston, votes for certain short terms of credit on the slaves mortgaged to his constituents, and that they be sold in mass. The D'Aquins appear, and alleging themselves third mortgagees of the 46 slaves mortgaged to Livingston, require a slave sale of them separately, and on terms of credit longer than those voted for by Livingston, viz., March, 1835, and March, 1836. The notary does not, as it is not usual to do, sum up the votes or make any conclusion. On 6th February, 1834, the D'Aquins file an opposition to the right given to the syndic to sell in block the plantation, including all slaves, &c., if they come up to $60,000.

They oppose the lumping sale so far as regards their rights on the 46 slaves, and require that they be sold separately.

An application was made, as it would appear, on 6th March, 1834, for authority to sell according to terms fixed before notary. An order was made to that effect, but on signing it and handing it to the clerk, he apprised me of the opposition of the D'Aquins, the order was thereupon erased, but in such a manner as to leave it perfectly legible, and below it I made a memorandum that it was erased because of an opposition, which memorandum I signed.

The sale has, as it is stated, been made, but nothing of that kind is before me, and the matter comes up as on the original opposition, and no subsequent proceedings are to be considered in its decision. The right of mortgage creditors, under the 16th section of the Insolvent Act, to call for a sale for cash, when execution sales can only be made at 12 months' credit, unless the property brings two-thirds of the appraised value, produce frightful injustice and oppression. But the right is given by law, and recognized by many decisions of the Courts. Livingston only asked a sale on terms of credit conformable to the terms of this mortgage. And, as at present advised,

I think he has the right to it over a subsequent mortgage; but I know of no right that Livingston had to enforce a sale in mass of the 46 slaves subject to their common mortgage, or even in opposition to an ordinary creditor, if the Court should be of opinion that a sale separately or by families was likely to be a benefit to the common creditor. On this point I think the opponents had a right to adduce evidence and require the judgment of the Court on his opposition. That opportunity was offered to the D'Aquins on the hearing of this opposition, but they have not availed of it. I am not prepared to say that a sale separately must necessarily and in all cases be more advantageous than a sale in block, though from a general knowledge of business it is probable that it would be so. But evidence and the opinion of persons having a knowledge of the slaves or of the subject should have been adduced on the trial of the opposition; none was produced, and there is no basis on which the Court can give a judgment on this point. I consider that the opposition of the D'Aquins extends only to the mode of sale of the 46 slaves, but I am free to say, that if the opposition had extended to the whole of the powers conferred on the syndic, by which everything is left at his discretion and pleasure in an unwarrantable manner, much of that power upon a case made and evidence adduced might have been curtailed. Upon the whole matter, with much reluctance, I feel bound to decide that the opposition of the D'Aquins to the mode of sale of the 46 slaves mortgaged to Livingston and wife, on the terms required by Livingston on his vote at the meeting held before the notary, on 28th January, 1834, be overruled.

Rule on Millandon & Lesseps.

Order, 3d April, 1837.

J. J. COIRON
v.
HIS CREDITORS. } 10720.

On motion of H. Lockett, Esq., of Counsel for Theodore Nicolet, syndic of the creditors of the insolvents in this case, it is ordered by the Court, that Laurent Millandon and Alexander Lesseps show cause, on Saturday, the 8th instant, why they should not pay the notes subscribed by them, for the purchase of the property sold in this case, upon said Nicolet, as syndic, and individually giving security according to law. Extract from the minutes.

(Signed) G. W. LEWIS,
Deputy Clerk.

[SEAL.]

Sheriff's Return.

Received, April 3d, 1837, and on the same day served a copy of the within order on Laurent Millandon and Alexander Lesseps, by

leaving the same at the counting-house of L. Millandon, and with H. W. Baxter. Returned April 7th, 1837.

(Signed) FRED. BUISSON,
Sheriff.

Order Discharging Rule, 8th April, 1837.

J. J. COIRON
v.
HIS CREDITORS. } 10720.

The rule taken in this case by the syndic of the creditors of the insolvent, on the 3d instant, on L. Millandon and A. Lesseps, was this day called for hearing before the Court, when, on motion of H. Lockett, Esq., of Counsel for syndic, it is ordered by the Court that said rule be discharged.

Rule for homologation of Tableau.

Order, 13th September, 1837.

In the matter of JOHN JOSEPH COIRON
v.
HIS CREDITORS. } 10720.

On motion of Felix Grima, Esq., of Counsel for the testamentary executor of the late Theodore Nicolet, who was in his lifetime the syndic of John Joseph Coiron's creditors; and on filing a tableau of distribution of the moneys which were in the hands of the said syndic, and now in those of his testamentary executor, and the vouchers in support thereof, it is ordered by the Court, that the creditors of John Joseph Coiron, and all others herein concerned, do show cause, within ten days from the publication of this rule, why the said tableau of distribution should not be approved and homologated, and the moneys ordered to be paid over according thereto; and why, on so doing, the succession of Theodore Nicolet should not be discharged from all liability in the premises.

Tableau of Distribution.

Filed 13th September, 1837.

An account rendered by Theodore Bailly Blanchard, testamentary executor of the late Theodore Nicolet, deceased, of the administration of the said late T. Nicolet, as syndic of the creditors of John Joseph Coiron, and a tableau of distribution of the moneys belonging to the estate of the said John Joseph Coiron, among the creditors, according to their respective mortgages and privileges.

Receipt.

Proceeds of the sale of the landed property and slaves.

Proceeds of the sale of a sugar plantation, called Monsecours, situated in the Parish of Plaquemines, sold at public sale on the sixth day of March, 1834, and acquired by Alexander Lesseps, for seventeen thousand five hundred dollars, payable in three equal instalments, at one, two, and three years, with interest, at the rate of six per cent. per annum ; the payment of which instalments has been delayed as hereinafter set forth :

Amount of a note of said purchaser, given in part payment of the first instalment, ...	$1,060 00
Amount of another note of said purchaser, given in part payment of the second instalment, ...	1,120 00
Nota.—The above two notes, amounting together to the sum of $2,180, were handed back and delivered over by the said syndic, to the said Alexander Lesseps, for the price of the canes, sold with the said plantation, as being insufficient quantity to plant the ensuing crop; which canes were found missing and could not be delivered ; and said notes are here brought for memorandum.	
Amount of the notes furnished by said Alexander Lesseps, for the balance of the purchase price of said plantation, by his act of purchase, executed before G. Le Gardeur, late a Notary in this city, on the third day of March, 1834, including capital and interest, seventeen thousand four hundred and twenty dollars, the payment of which notes was delayed on account of the suit instituted against said syndic and others, by John Morris, as hereinafter expressed, .	17,420 00
Proceeds of the sale of thirty-one slaves, attached to the said plantation, also acquired by said A. Lesseps, at said public sale, for the price of twenty-two thousand six hundred and fifty dollars, payable in two equal instalments, on the first day of March, 1835, and on the first day of March, 1836, with	

interest, at the rate of six per cent. per annum; for which the said Alexander Lesseps has furnished, by his aforesaid act of purchase, his notes, amounting, in capital and interest, to the sum of twenty-four thousand six hundred and seventy-seven dollars and sixty cents; the payment of which notes was also delayed by the institution of said suit, $24,677 00

Proceeds of the sale of forty-six slaves, sold at said public sale, and acquired by Laurent Millandon, for the sum of fifteen thousand dollars, payable in the following manner, that is to say: The sum of eighteen hundred dollars cash; which sum was received by the said Theodore Nicolet, ... $1,800 00

The sum of six hundred dollars on the eighth day of August, 1834; which amount was also received by the said Theodore Nicolet, at maturity of the note for which the same was given, . 600 00

And the sum of twelve thousand and six hundred dollars, on the eighth day of February, 1835; for which sum the said Laurent Millandon, by his act of purchase, executed before the said Gustave Le Gardeur, on the twenty-third day of March, 1834, furnished his notes; the payment whereof has been refused and delayed by reason of the aforesaid suit, ... 12,600 00

The payment of the above-mentioned notes, furnished by said Alexander Lesseps, and said L. Millandon, for the amount due by them, respectively, on the purchase price of said plantation and slaves, having been by them refused.

Amount carried over, . . $2,400 00

At maturity and delayed on account of a privileged claim of John Morris; for which said John Morris has instituted a suit before the First Judicial Court of this State, being suit No. 11,940 of the docket of said Court, *v.* said Theodore Nicolet, syndic, and A. Lesseps, L. Millandon, and others; a compromise and transaction, under private signature, was made by and between the said T. Nicolet, of

the first part, and the said A. Lesseps and Laurent Millandon, of the second part, on the first day of May, 1837; and the said Theodore Nicolet, having died on the third day of the same month, the said transaction was afterwards executed by his said testamentary executor, by public act, before Felix Grima, Notary, dated the fourteenth day of July, 1837; by which act, the said Laurent Millandon and A. Lesseps, being indebted unto the said Theodore Nicolet, syndic aforesaid, by reason of their above-mentioned purchase, in capital and interest, calculated up to the first day of May, 1837, in the full sum of fifty-seven thousand two hundred and ninety-five dollars and thirty cents, have furnished to the said testamentary executor, in payment of the said sum and interest, calculated in conformity with the said transaction, at six per cent. per annum, from the said first day of May, 1837, the following notes, amounting, in capital and interest, to the sum of sixty thousand six hundred and fifty-four dollars and eighty cents, all drawn by said Laurent Millandon, on the 1st day of May, 1837, to the order of and indorsed by Alexander Lesseps, for the following sums, and payable at the following terms, to wit:

1st. A note of eleven thousand six hundred and forty-two dollars and forty-one cents, payable three months after date, ...	$11,642 41
2d. A note of eleven thousand nine hundred and ninety-three dollars and eighty-three cents, payable nine months after date, ...	11,993 83
3d. A note of twelve thousand one hundred and sixty-three dollars and 81 cents, payable twelve months after date, ...	12,163 81
4th. A note of twelve thousand three hundred and thirty-nine dollars and 52 cents, payable fifteen months after date, ...	12,339 52
5th. And a note of twelve thousand five hundred and fifteen dollars and twenty-three cents, payable eighteen months after date, . . .	12,515 23
Total amount of the above proceeds of the plantation and slaves sold to A. Lesseps and L. Millandon, .	$63,054 80
Proceeds of other slaves belonging to said estate, and acquired by sundries. Proceeds of the sale of the mulatto slave Levy, acquired by Doyle & May, for the price of nine hundred and fifty-three dollars and seventy-five cents, which sum was received by the said T. Nicolet, Syndic, aforesaid, . .	953 75
Proceeds of the sale of the slave John Hooker, acquired by A. Saillard, for the price of eleven hundred and seventeen dollars and twenty-five cents, which sum was also received by the said Th. Nicolet, . .	1,117 25
Proceeds of the sale of the slave Sally, acquired by J.	

J. Forstall, for the price of eight hundred and forty-four dollars and seventy-five cents, which sum was received by the said Theodore Nicolet, Syndic, . $844 75

Proceeds of the sale of the slave Washington, acquired by Messrs. Chabort and Schreider, for the price of five hundred and fifty-five dollars and ninety cents, which sum was also received by the said T. Nicolet, 555 90

Six words erased, "approved."

J. S. CHALON,
Deputy Clerk.

Amount carried forward, . . . $66,526 45

Total amount of the proceeds of the said four slaves, the sum of $3,471 65

Proceeds of the sale of the cattle, horses, of one sugar kettle, and other articles attached to said plantation, sold to A. Lesseps for the price of thirteen hundred and eighty-five dollars, which sum was received by the said T. Nicolet, said cattle, horses, &c., attached to said plantation being mortgaged with said plantation in favor of said Nicolet, . 1,385 00

Proceeds of the sale of said plantation, slaves, cattle, and horses attached, total amount, . . . $67,911 45

Movable Property sold for account of said Estate.

Proceeds of the sale of different articles of furniture, acquired by John M. Bach, for the price of one hundred and twenty dollars, which sum was received by the said Theodore Nicolet, . . . $120 00

Net proceeds of the sale of one hundred and fifty-three hogsheads of sugar, and six thousand five hundred gallons of molasses, sold as per account, dated the fourth day of July, 1834, the sum of nine thousand four hundred and sixty-three dollars and twenty cents, which sum was received by the said Theodore Nicolet, Syndic, aforesaid, ... 9,463 20

Net proceeds of the sale of eight barrels of molasses, sold as per account dated 20th September, 1834, the sum of nineteen dollars and two cents, which sum was received by the said Theodore Nicolet, . 19 02

Different sums received by said Syndic for hire of Slaves and other objects.

Amount received for hire of the slave Sam to the city corporation, nine dollars and fifty cents, . . 9 50

Amount received for hire of the slave Washington to city corporation, forty-eight dollars and twenty-five cents, ...	$48 25
Amount received and deposited in the Louisiana State Bank for account of said estate, the sum of one hundred and one dollars and ninety-cents, . .	101 90
Total amount of the proceeds of the movables above mentioned, ...	$9,761 87

Recapitulation of the proceeds of the sales of the said sugar plantation, slaves, cattle, horses, &c., thereto attached, and of the movable property of said estate; deducting the amount of the two notes delivered back, as before mentioned, to A. Lesseps, purchaser of the said sugar plantation, viz.:

Cash received by said syndic from L. Millandon, in part payment of the slaves acquired by him, .	$2,400 00
Cash received from different purchasers of the four slaves before named, ...	3,471 65
Cash received from the proceeds of the sale of the cattle, horses, &c., sold to A. Lesseps, . .	1,385 00
Cash received from the proceeds of the sale of the movable property, hire of slaves, &c., . .	9,761 87
Total amount of the notes furnished to the testamentary executor by L. Millandon and A. Lesseps, .	60,654 80
Total amount of the sum received by the said syndic, and notes received by said testamentary executor, .	$77,673 32

General Privileges—Expense.

Paid by the said Theodore Nicolet, Syndic, for furniture made for account of the said sugar plantation, and other expenses for said plantation, from the twenty-sixth day of July, 1833, to the twenty-seventh day of November, 1834, as appears from vouchers from No. 1 to No. 33 inclusively, the total sum of three thousand seven hundred and twenty-seven dollars and sixty-three cents, ...	$3,727 63
For fifty pair of blankets furnished by the said syndic for the said slaves, on the 31st of December, 1833, the sum of two hundred and fifty dollars, . .	250 00
Amount carried over, ...	$3,977 63
For one thousand hoops for sugar hogsheads, the sum of eighty dollars, ...	80 00
Paid to Mr. Leod, Engineer, for repairs done to the	

engine in the sugar-house, and for two months' salary as engineer employed on the said plantation, as per voucher 34, the sum of three hundred and ten dollars, ... $310 00

Paid to F. Gaveau for his salary as overseer on said plantation, as per voucher No. 35, nine hundred and twenty dollars, ... 920 00

Paid for insurance on the sugar-house and policy of insurance, on the 26th February, 1834, one hundred and ninety-one dollars and fifty cents, . . 191 50

Paid to J. B. Dupeire for transporting from the said plantation, in the Steamboat St. Leon, all the slaves belonging to the said plantation into this city, on the 3d March, 1834, for effecting the sale thereof, as per voucher, one hundred and twenty-five dollars, . 125 00

Paid to P. Gabarouche, for keeping and watching the said slaves in town, on the 11th March, 1834, as per receipt, voucher No. 37, the sum of forty dollars, . 40 00

Expenses incurred by syndic for travelling to and from the said plantation, the sum of eighty-eight dollars, 88 00

Amount of taxes paid by said syndic for said plantation and slaves.

State and parish taxes paid for the years 1831, 1832, and 1833, as per receipts and vouchers No. 38, the sum of three hundred and eighty-six dollars and nineteen cents, ... 386 19

Advertisement for meeting of the creditors, and sale of the property and slaves.

For advertisements of the meeting of the creditors of J. J. Coiron, printed in the Argus, paid on the 4th October, 1833, as per voucher No. 39, the sum of fifteen dollars, ... 15 00

For advertisements of the sale of the plantation and slaves, published in the Bee, paid the sum of thirty-two dollars, ... 32 00

For advertisements of the sale of the plantation and slaves published in Mobile, paid by syndic, the sum of six dollars and nineteen cents, . . . 6 19

For advertisements in the Mercantile Advertiser, paid as per vouchers, Nos. 40 and 41, twenty dollars, 20 00

For hand bills, printed by E. Johns & Co. for said sale, paid as per voucher, the sum of one hundred dollars, ... 100 00

Law Charges.

Amounts paid by Theodore Nicolet, Syndic.

To Carleton & Lockett, Esqrs., Attorneys, employed

by said syndic, paid on account of professional services, one thousand dollars, . . . $1,000 00

To P. Soulé, Esq., Attorney-at-law, of Counsel for J. J. Coiron, for professional services, the sum of six hundred dollars, ... 600 00

To A. Morphy, Esq., Attorney, appointed to represent the absent creditors, the sum of two hundred and fifty dollars, ... 250 00

To Gustave Le Gardeur, Notary Public, for professional services, the sum of two hundred and fifty dollars, ... 250 00

To the clerk of the First Judicial District Court, the sum of fifty-four dollars, ... 54 00

To Geo. W. Morgan, Sheriff of the Parish of Orleans, the sum of twenty-seven dollars and seventy-five cents, ... 27 75

To Descotean Sancier, Sheriff of the Parish of Plaquemines, seven dollars and twenty-five cents, . 7 25

For the costs of protest of eight notes of Laurent Millandon and A. Lesseps, the sum of twenty-four dollars, ... 24 00

Amount paid by T. B. Blanchard, Testamentary Executor of said syndic.

To H. Locket, in full for professional services rendered and to be rendered, as an attorney of the syndic, five hundred dollars, ... 500 00

To Dominique Seghers, Esq., Attorney for said syndic in the suit instituted by him before the First Judicial District Court, *v.* Laurent Millandon and A. Lesseps, being suit No. 11,401 of the docket of said Court, and for professional services rendered in the transaction executed between the parties to the said suit, the sum of one thousand dollars, . . 1,000 00

To Felix Grima, Esq., Attorney, employed by said testamentary executor, in making the present tableau, and following the homologation thereof, the sum of four hundred dollars, . . . 400 00

Total amount of law charges, $4,113 00.

Commission of the Auctioneer paid by the Syndic.

To John Baptiste Blache, for his commission as auctioneer, on the sale of the plantation, slaves, movables, &c., as per voucher, the sum of seven hundred and twenty-four dollars and sixty-two cents, . . 724 62

Commission of the syndic on the proceeds of the sale of the said estate.

Commission of five per cent. up to the sum of fifty thousand dollars. $50,000, 5 pr. ct., viz., $2,500 00.	
Commission of three per cent. on the balance, to wit, on twenty-seven thousand six hundred and seventy-three dollars and thirty cents. $27,673 30, 3 per cent., viz., $830 11, ...	$3,330 11
Total amount of the general privileges, .	$14,459 24

To meet the above general privileges, we have, in the first place, the proceeds of the sale of the movables, which proceeds amount to the sum of nine thousand seven hundred and sixty-one dollars and eighty-seven cents ($9,761 87).

And, in the second place, the proceeds of the sale of the plantation, slaves, cattle, horses, and other articles attached, amounting to the total sum of sixty-one thousand nine hundred and fifty-four dollars and twenty-five cents ($61,954 25).

Thus, in order to satisfy the above amount of general privileges, to wit, the said sum of fourteen thousand four hundred and fifty-nine dollars and twenty-four cents, ...	$14,459 24
The proceeds of the movables must be first applied, which proceeds are of the sum of, . . .	9,761 87
Which leaves, therefore, a balance of the sum of .	$4,697 37

For the payment of which balance a contribution is to be levied on the proceeds of the sale of the plantation, slaves, cattle, horses, and other articles attached to said plantation, and specially mortgaged to the creditors hereinafter named.

Special Mortgages.

The first in rank of the special mortgages is that in favor of Thomas Goulding, trustee of Peter Vanburg Livingston, and Harriet E. Livingston, his wife, represented in this city by Hugo C. Gildemeester, said mortgage bearing on sixty slaves acquired by the said John Joseph Coiron, from the said Thomas Goulding in his said capacity, for the sum of fifteen thousand dollars, which sum the said J. J. Coiron, by his act of purchase of said slaves, dated the 8th day of February, 1825, did bind himself to pay at any time within ten years from the date of said sale, with interest at eight per cent. per annum. The surviving of which slaves thus mortgaged, being forty-six in number, were acquired at the sale of the property surrendered by said J. J. Coiron to his creditors, by Laurent Millandon, for the sum of fifteen thousand dollars, payable as before expressed, to wit, eighteen hundred dollars cash,

six hundred dollars on the 8th day of August, 1834, and twelve thousand six hundred dollars on the 8th February, 1835.

Amount carried over, ... $15,000 00

The second in rank of said special mortgages is that in favor of the late Theodore Nicolet, granted on the said plantation and slaves by act before G. Le Gardeur, late a notary in this city, to secure the sum of ninety-three thousand six hundred and thirty dollars, and eventual interest thereon, which plantation and slaves, to wit, the plantation, slaves, cattle, horses, and other articles thereto attached by A. Lesseps, and four other slaves mortgaged also in favor of said T. Nicolet, by sundry purchasers, for the following sums:

The plantation for the sum of seventeen thousand four hundred and twenty dollars, deduction being made of the amount of the two notes delivered back as before mentioned to A. Lesseps, ...	$17,420 00	
The thirty-one slaves attached to the said plantation, for the sum of .	24,677 60	
The four slaves acquired by different purchasers, for the sum of . .	3,471 65	
The cattle, horses and other articles attached to said plantation, acquired by A Lesseps, for the sum of thirteen hundred and eighty-five dollars, .	1,385 00	
		46,954 25
Total amount, ...		$61,954 25

This in order to pay the above-mentioned balance of four thousand six hundred and ninety-seven dollars and thirty-seven cents; being the amount remaining to be satisfied on the total of the above general privileges, a contribution of the sum of seven and three-quarters per cent., is to be levied on the aforesaid plantation, slaves, cattle, horses, &c., in the following manner, that is to say:

1st. A contribution of 7¾ per cent. on the aforesaid sum of fifteen thousand dollars, amount for which the said forty-six surviving slaves mortgaged in favor of Peter Vanburgh Livingston and Harriet E. Livingston were acquired by Laurent Millandon at said public sale, which contribution amounts to the sum of eleven hundred and sixty-two dollars and fifty cents, . . . $1,162 50

2d. And a like contribution of 7¾ per cent. on the said sum of forty-six thousand nine hundred and fifty-four dollars and twenty-five cents, amount for which the said plantation, slaves, cattle, horses, and other

articles thereto attached, the whole mortgage in favor of Theodore Nicolet, and acquired, to wit: the plantation, thirty-one slaves, cattle, horses, &c., by A. Lesseps, and four other slaves by sundry purchasers, which contribution amounts to the sum of three thousand six hundred and thirty-eight dollars and ninety-five cents, ... $3,638 95

Total amount of the above contribution, . . . $4,801 45

And applying the above contribution to meet the aforesaid balance due on the amount of the general privileges, to wit: the said sum of four thousand six hundred and ninety-seven dollars and thirty-seven cents, ... 4,697 37

There remains a balance of the sum of one hundred and four dollars and eight cents, ... $104 08

Which balance is reserved by the testamentary executor, to pay the costs of the homologation of the present tableau of distribution and other contingent expenses of the same.

Pursuant to the rule laid down in the foregoing statement, and for the reasons therein assigned, the said Theodore Bailly Blanchard, testamentary executor aforesaid, presents in his said capacity the following tableau of distribution of the moneys belonging to the estate of the said Jean Joseph Coiron, among the creditors.

1st. To Peter Vanburgh Livingston, and Harriet E. Livingston his wife, represented by Hugo C. Gildemeester, creditors by mortgage for the sum of fifteen thousand dollars and interest, secured on the forty-six surviving slaves sold to said J. J. Coiron, and acquired by L. Millandon at the public sale of said estate, for the sum of fifteen thousand dollars, . . . $15,000 00

In payment of which sum the said P. V. Livingston and Harriet E. Livingston are to receive the following sums, to wit:

The sum of two thousand and four hundred dollars, amount received by the said Theodore Nicolet, of the cash payment and instalment paid on the 8th day of August, eighteen hundred and thirty-four, arising from the sale of the said slaves, ... $2,400 00

The sum of twelve thousand and six

hundred dollars, being the amount of the promissory note of the said Laurent Millandon, furnished by his act of purchase and payable on the 8th of February, 1835, ...	$12,600 00	
Interest at the rate of 5 per cent. per annum from the 8th of February, 1835, to the 1st of May, 1837, .	1,400 00	
		$14,000 00
Interest at the rate of 6 per cent. per annum on $14,000 from 1st May, 1837, to the 1st of August last, .		210 00
Total amount, ...		$16,610 00
From which sum is to be deducted the above contribution of eleven hundred and sixty-two dollars and fifty cents, ...		1,162 50
Balance accruing to said P. V. Livingston and Harriet E. Livingston, the sum of		$15,447 50
2d. To the estate of the late Theodore Nicolet, creditor for the sum of ninety-three thousand six hundred and thirty dollars in capital, together with fifteen dollars costs of protest, and eventual interest on said capital sum, secured by mortgage granted by the aforesaid act before G. Le Gardeur, late notary, on the said plantation, slaves, cattle, horses, and other articles attached to the said plantation, amount of mortgage in capital, the sum of	$93,630 00	

In deduction and part payment of which sum the proceeds of the sale of the said plantation, slaves, cattle, &c., are applied, which proceeds are not sufficient to meet the payment of said mortgage and leave a balance due to the estate of the said Theodore Nicolet by the estate of the said John Joseph Coiron.

Hence it results that there are no moneys arising of the said estate to be distributed among the ordinary creditors of the said Jean Joseph Coiron.—New Orleans, September 13th, 1837.

(Signed) TH. BAILLY BLANCHARD.

Opposition of Victor Ste. Victor to the Tableau.

Filed 19th September, 1837.

To the Hon. Charles Watts, Judge of the First Judicial District of the State of Louisiana.

The opposition of Victor St. Victor, intrusted with the liquidation of

the late firm of N. Duvel and St. Victor, to the homologation of the tableau of distribution filed by the testamentary executor of the late T. Nicolet, syndic of the creditors of J. J. Coiron.

This oppositionist opposes the homologation prayed for, for this: that the said late firm of N. Duvel & St. Victor are not set down and ranked on said tableau as privileged creditors for the sum of seven hundred and thirty-four dollars and sixty cents, said sum being due to them for supplies of provisions made to the insolvent and his family from the month of June, 1832, up to the 19th of January, 1833, as detailed in the annexed account herewith filed as part of this opposition. Wherefore your oppositionist prays, that said tableau be amended by placing the claim aforesaid among the privileged debts due by the said Estate.

(Signed) MORPHY & GRAILHE,
For Appellants.

Account annexed.

1832.	J. Coiron.		Dr.
June 22.	6 b'ls Mackerel, @ $3 50, . .	$21 00	
	4 do. prime, " @ $11, . .	44 00	
	2 do. Flour, @ $6, . . .	12 00	
	1 do. Lard, 59 lbs., @ 9 cts., .	5 31	
	10 Ham, 105 lbs., @ 12½ " .	13 12	
	½ b'l Family Beef, . . .	10 00	
	1 b'l of Whiskey, 36 gallons, @ 37,	13 32	
			$118 75
" 29.	2 sacks of Salt, @ $2 50, and drayage,		5 25
July 17.	1 b'l of Wine, ...	30 00	
	1 Calat of Tobacco, . . .	4 50	
	Drayage, ...	25	
	Brought forward,		34 75
August 20.	1 basket of Oil, . . .	5 00	
	2 boxes Soap, 56 lbs., @ 9 cents, .	5 04	
	2 boxes Pepper, @ 25 cents, .	50	
	½ b'l Family Beef, . . .	10 00	
	Drayage, ...	25	
			20 79
October 6.	3 b'ls Flour, @ $7 50, . .	22 50	
	2 boxes Codfish, @ $2, . .	4 00	
	1 box Candles, 60 lbs., @ 16 cts.,	6 40	
	1 b'l Whiskey, 36½ gallons, @ 40 cts.,	14 60	
	Drayage, ...	25	
			47 75
" 7.	1 b'l Lard, 43 lb., @ 10 cents, .	4 30	
	500 Cocks, ...	1 75	
	Drayage, ...	25	
			6 30

October 20.	2 sacks of Salt, @ $2 75,	5 50	
	6 b'ls Mackerel, @ $4 25,	25 50	
	1 b'l Whiskey, 35½ galls., @ 40 cents,	14 20	
	Drayage,	50	
			$45 70
30.	4 b'ls Pork, @ $11,	44 00	
	Drayage,	37	
			44 37
Novem. 9.	1 b'l of Wine,	24 00	
	1 b'l Whiskey, 33½ gallons, @ 40 cts.,	13 40	
	4 b'l Flour, @ $7 50,	30 00	
	1 Damajone Vinegar,	4 00	
	1 basket of Oil,	5 00	
	1 box Candles, 40 lbs., @ 16 cents,	6 40	
	1 box Soap, 48 lbs., @ 9 cents,	4 32	
	Drayage,	1 00	
			88 12
Decem. 7.	4 b'ls Pork, @ $11,	44 00	
	6 do. Mackerels, @ $5 50,	33 00	
	200 lbs. Tobacco, @ 4 cents,	8 00	
	1 Ream of Paper,	3 25	
	1 do. Letter Paper,	4 00	
	Drayage,	50	
			92 75
19.	1 box Sperm Candles, 33¼ lbs., @ 40,	13 30	
	1 " Soap, 48 lbs., @ 9 cents,	4 32	
	1 b'l Lard, 48 lbs., @ 10 cts.,	4 80	
	Brought forward,	22 42	
19.	50 lbs. Coffee, @ 17 cents,	8 50	
			30 92
24.	1 b'l Whiskey, 35 gallons, @ 40 cents,	14 00	
	Drayage,	25	
1833.			14 25
Jan'y 12.	1 Sack of Coffee, 172 lbs., @ 16 cents,	27 52	
	3 lbs. of Pepper, @ 25 cents,	75	
	1 Basket of Oil,	5 00	
			33 27
18.	6 b'ls prime Pork, @ $11,	66 00	
	3 do. Mackerel, @ $5,	15 00	
	2 do. Whiskey, 70 gallons, @ 40 cents,	28 00	
	1 Codfish,	2 00	
	1 b'l Beef,	9 00	
	Drayage,	1 12	
			121 12
19.	3¼ gallons of Brandy, @ $2 50,	8 12	
	— gallons of Gin, @ $1 75,	7 00	

79 lbs. Coffee, @ 16 cts., . .	12 64	
2 Damijanes, @ $1, . . .	2 00	
Drayage, . . .	75	
		30 51
		$734 60

Order 6th November, 1837.

In the matter of
JOHN JOSEPH COIRON
v.
HIS CREDITORS. } 10,720.

On motion of Felix Grima, Esq., of counsel for Theodore Bailly Blanchard, testamentary executor of Theodore Nicolet, syndic of the creditors of said J. J. Coiron: It is ordered by the Court that the opposition filed by Duvel and St. Victor, to the homologation of the Tableau of Distribution in the above case, be fixed for trial on Saturday next, the 11th instant, at 10 o'clock, A. M.

Order 11th November, 1837.

In the matter of
JOHN JOSEPH COIRON
v.
HIS CREDITORS.

This cause came on for trial before the Court, this day, on the opposition filed herein by Duvel and St. Victor, to the homologation of the Tableau of Distribution: When, by consent, the Court order that the same be continued till Saturday next, the 18th instant.

Proof of Publication.

Filed 13th November, 1837.

In the matter of
JOHN JOSEPH COIRON
v.
HIS CREDITORS. } 10,720.

State of Louisiana.—First Judicial District Court.

Wednesday, 13th September, 1837.

On motion of Felix Grima, Esq., of counsel for the testamentary executor of the late Theodore Nicolet, who was in his lifetime the syndic of John Joseph Coiron's creditors; and on filing a tableau of distribution of the moneys which were in the hands of the said Syndic, and now are in those of his testamentary executor, and the vouchers in support thereof, it is ordered by the Court that the creditors of John Joseph Coiron and all others herein concerned, do show cause within ten days from the publication of this rule, why the said tableau of distribution should not be approved and homologated, and the moneys

ordered to be paid over according thereto; and why, on so doing, the succession of Theodore Nicolet should not be discharged from all liability in the premises.—Extract from the minutes.

(Signed) JNO. L. LEWIS,
Clerk.

State of Louisiana.—First Judicial District Court.

Wednesday, 13th September, 1837.

In the case of
JOHN JOSEPH COIRON
v.
HIS CREDITORS.

On motion of Felix Grima, attorney for the testamentary executor of Theodore Nicolet, deceased, syndic during his lifetime of the creditors of John Joseph Coiron; and on exhibital and filing a tableau of distribution of the funds in the hands of said syndic, and now in the hands of his testamentary executor, together with the vouchers:

It is ordered by the Court, that the creditors of John Joseph Coiron and any other person or persons whom it doth concern, do show cause within ten days from the publication of this order, why said tableau of distribution should not be approved and homologated—said sums paid in conformity with said tableau; and upon payment of said sums, the succession of said Theodore Nicolet should not be discharged of all liability in the premises.—Extract from the minutes.

(Signed) JNO. L. LEWIS,
Clerk.

Proof of Publication.

J. J. COIRON
v.
HIS CREDITORS.

First Judicial District Court. Th. Bailly Blanchard being duly sworn, desposes that the notice to the creditors in this case, to show cause why the tableau filed should not be homologated, has been published in English and French, on the 14th, 19th, 21st, 23d, and 26th September, 1837, in the New Orleans Bee; and was also published in French and English, on the 13th, 15th, 18th, 20th, and 22d September, 1837, in the Louisiana Courier—two of which publications, are from each of said papers, are above attached.

(Signed) TH. BAILLY BLANCHARD.

Sworn to and subscribed before me, this 11th November, 1837.

Judgment homologating tableau so far as not opposed. 13th November, 1837.

Order of Homologation.

On motion of Felix Grima, Esq., of counsel for the syndic of the creditors of the Insolvent, and on producing to the Court due proof of

the publication of notices to the creditors of said Insolvent, the Court order that the tableau of distribution filed herein on the 13th September last, be homologated and confirmed according to law, so far as the same is not opposed. Judgment rendered 13th November, 1837. Signed 17th November, 1837. (Signed)

C. WATTS.

(Countersigned) JNO. L. LEWIS,
Clerk.

Order, 18*th November*, 1837.

JOHN JOSEPH COIRON
v.
HIS CREDITORS. } 10720.

The opposition of Durell and St. Victor to the tableau, came on this day for trial before the Court, when the Court order that the same be continued till Saturday next, the 25th instant.

Judgment dismissing opposition and homologating tableau of distribution.

This case came on to-day for trial before the Court on the opposition of Duvel and St. Victor to the tableau of distribution, Grima for syndic, Morphy and Grailhe for opponents. When, after argument of counsels, it appearing to the satisfaction of the Court that the opponents are entitled to no privilege, it is ordered that said opposition be dismissed, and that the tableau of distribution be and the same is hereby definitively approved and homologated; and the testamentary executor of the syndic of the creditors of the insolvent in this case, is ordered to pay over the moneys of the estate in accordance thereto. Judgment rendered 25th November, 1837. Signed 30th November, 1837.

(Signed)
C. WATTS,

(Countersigned,) JNO. L. LEWIS,
Clerk.

State of Louisiana, Fifth District Court of New Orleans.

I hereby certify that the above and foregoing fifty-nine pages do contain a transcript of all the proceedings, as well as of all the documents filed (with the exception, however, of the vouchers filed in support of the tableau of distribution) in the matter of the insolvent proceedings of John Joseph Coiron *v.* His Creditors, instituted before the late First Judicial District Court of the State of Louisiana, under the No. 10720 of the Docket, the records of which Court have been by law transferred to the aforesaid Fifth District Court of New Orleans.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court, at the City of New Orleans, on this nineteenth day of April, in the year of our Lord one thousand eight hundred

and fifty-four, and in the seventy-eighth year of the Independence of the United States.

WILLIAM A. NOTT,
Clerk.
By J. C. CHALON, [L. S.]
Dy. Clerk.

DEFENDANTS' EVIDENCE. No. 6.

Document part 1 & 2.—Record in the case of Widow Coiron v. *Millandon & Lesseps, from the Fifth District Court of New Orleans.*

State of Louisiana, Fifth District Court of New Orleans.

WIDOW JEAN JOSEPH COIRON
v.
LAURENT MILLANDON &
ALEXANDER LESSEPS.
No. 23,083.

Petition.

Filed 10th February, 1844.

To the Honorable the Judge of the District Court for the First Judicial District of the State of Louisiana. The petition of Genevieve Elizabeth Julienne Guelthier, residing in the Parish of Plaquemines in this State and District, widow of John Joseph Coiron, who, in his lifetime resided and was domiciled in said parish, respectfully shows:

That she was a creditor of her said husband at and before the time of his death, and is still a creditor of his estate and succession, in the sum of ten thousand dollars and upwards, being a part of her paraphernal property received by her said husband before his death, and by him disposed of for his individual interest, and which he never repaid or replaced, and for the reimbursement of which she had a legal mortgage upon all his property, and for a further and other sum of two thousand seven hundred and fifty dollars and upwards, as being subrogated by payment to all the rights of Joseph Blanchard, of New York, a creditor of her said husband at and before the time of his decease. And your petitioner further showeth, that said John Joseph Coiron in his lifetime, to wit: on or about the 17th July, 1833, filed his petition of insolvency in this Honorable Court, praying for a surrender of his property to his creditors, that thereupon a meeting of some of them took place on or about the twenty-sixth of August following, when one Theodore Nicolet, residing in New Orleans, was by them appointed their syndic, that on his application a second meeting was ordered by this Honorable Court, on or about the 27th December, 1833, which afterwards took place on or about the 28th of January, 1834, that is to say some of the creditors assembled at the notary, and directed the terms and conditions on which it suited them to have the debtor's property sold and disposed of, which proceedings, however, were never homologated.

And your petitioner further showeth, that afterwards the said pretended syndic, without any authorization from this Honorable Court, went on to sell the property of every description belonging to the estate of said John Joseph Coiron (who had then and long before that time departed this life), and that the said property was struck off to various persons at a great sacrifice, who now hold the same, to wit: 1st. To Laurent Millandon, residing in New Orleans, 46 slaves in block, named: 1. Peter, 2. Smart, 3. Natt, 4. Paul, 5. July, 6. Simond, 7. George Coffee, 8. Parrot, 9. Esther, 10. Little John, 11. Richard, 12. Paris, 13. Peggy, 14. Milly, 15. Raphael, 16. Marceline, 17. Prescilla, 18. Sophie, 19. Herriett, 20. Charlotte, 21. Mary Ann, 22. Bess or Bets, 23. Baptiste, 24. Hilaire, 25. Rose, 26. Becca, 27. Old Elsy, 28. Jeosy, 29. Young Elsy, 30. Bob, 31. Mary, 32. Little Levy, 33. Claurida, 34. Judith, 35. Old Rachel, 36. Kitty, 37. Lisa, 38. Jenny, 39. Old Lucy, 40. William, 41. Jackson, 42. Edwin, 43. Scipio, 44. Adams, 45. Caffa, and 46. Frank; as will more fully appear by the copy of the act of sale from said Nicolet to said Millandon hereto annexed for reference and greater certainty.

2d. To Alexander Lesseps, residing in the Parish of Plaquemines, a sugar plantation, known by the name of "Monsecours," situated in said Parish of Plaquemines, at a place called "Pointe de Portage," on the left bank of the river Mississippi, about ten leagues below the City of New Orleans, measuring thirty-nine arpens and twenty-five toises in front on said river, by forty arpens in depth, more or less, bounded on the lower side by the Ste. Sophie Plantation, and on the upper by lands of Eugene Macarty, together with all the buildings and improvements thereon, and all the rights, ways, servitudes, privileges and advantages thereunto belonging, or in any wise appertaining, and also 31 slaves named: 1. Sam, 2. Joe Wallace, 3. Samuel, 4. Dick, 5. James Affar, 6. Towney, 7. John Affar, 8. Towney, 9. Joe Arden, 10. Sandy, 11. Saunders, 12. Fed, 13. Jacob, 14. Harry, 15. Edmond, 16. Ismael, 17. Daniel, 18. James Court, 19. John Jack, 20. Moses, 21. Little Peter, 22. Thomas, 23. Dora, 24. Belina, 25. Amy, 26. Dinah, 27. Rachel, 28. Rinah, 29. Affa, 30. Frances, and 31. Sabines. And also all the cattle and movable effects attached to said plantation, all which will more fully appear from the copy of the act of sale from said Nicolet to said Lesseps, hereto annexed for reference and greater certainty.

3d. To Thomas Murray Doyle and Thomas May, both residing in New Orleans, a mulatto man slave, named Levy, as will appear by the copy of the act of sale to them from said Nicolet.

Now your petitioner avers, that the said pretended sales are utterly null and void for this:

1st. That there was no authorization of this Honorable to sell.

2d. That the pretended proceedings of the creditors were never homologated either by judgment or lapse of time, that said sales

were made pending an opposition to said proceedings, and before the same was decided.

3d. That said sales were not made in conformity with the votes of the creditors, in their pretended proceedings before the notary, that the lapse of time between said meeting and sales was less than required by law, that the property was not advertised according to law previous to the sale, and that no appraisement thereof was made.

4th. That the creditors at large, your petitioner and said Bouchand in particular, were never called or cited according to law, or at all in the said proceedings, nor were the absent creditors either called, cited, or represented at the said meetings, or either of them.

5th. That the schedule annexed by the said John Joseph Coiron to his petition, does not mention the places of residence of his creditors, as required by law, and that therefore the order provided by law could not be legally given. Your petitioner therefore contends that the order, made on the 17th of July, is illegal, and that the whole of the proceedings in the said suit of John Joseph Coiron versus His Creditors are null and void *ab initio*, and by no means binding on your petitioner.

6th. That before the said pretended meetings took place, and said sales were made, the said John Joseph Coiron died, and his succession was opened in the said parish of Plaquemines; that at his death he left five children, four of whom were minors; that all of said property belonged to and formed a part of his succession, and was regularly inventoried as such by the Probate Court of said parish, by reason whereof and according to law, the said Probate Court became vested with the sole jurisdiction over said property, and had alone the right to order the sale thereof, and that it could not be sold for less than its appraised value, as it had been.

7th. That said sales to the said Millandon and said Lesseps are fraudulent and collusive, and the result of combination and contrivance between themselves and said Nicolet, to prevent a fair price being bid for and to give them an unfair advantage; that said property was struck off to them at a great sacrifice, and much below its value in consequence. Your petitioner contends that the said John Joseph Coiron, at the time of his death, was not legally dispossessed of his property, nor of the ownership or title thereof, that the same was and still is the common pledge of all his creditors, and forms a part of his succession, and must be referred to the Court of Probates of said parish of Plaquemines, to be duly administered, and sold (if necessary) according to law.

Wherefore your petitioner prays that said Laurent Millandon, Alexander Lesseps, Thomas Murray Doyle, Thomas May, the five children of John Joseph Coiron, to wit: François Ste. Marie Coiron, Louis Coiron, and Emile Coiron, all now of full age, and Felix and Zelime Coiron, still minors, by their under-tutor, , the four latter residing in the parish of Plaquemines, and the former in

that of Orleans, and the following persons, creditors of said John Joseph Coiron, as appears from his schedule, to wit: Leon Bernard, Peuch & Bein, Durel & St. Victor, J. G. Arraiza, R. Layton, Dubuch Goutz, Claude Letorey, C. Jambu, all now or heretofore residing in the parish of Orleans, Dr. Lalaurie, an absentee and unrepresented, G. Léonard, residing in the parish of Plaquemines, J. G. Thompson, and Dr. Thomas, residing in the parish of Orleans,

, syndic of the creditors of Francois Ste. Marie Coiron, and B. Bonny, residing in said parish of Orleans; Theodore Nicolet & Co., formerly established in New Orleans, of which firm said Theodore Nicolet, the said pretended syndic, is dead, and neither his heirs nor the said firm, or its other members, are represented in the State, J. Stoney, residing in Charleston, South Carolina, V. Livingston, in New York, Salvant J. Leeds, J. B. Wilkinson, Laroque Turgeau, G. W. Allard, Toledano & Legendre, all now or lately residing in the parish of Orleans, and John Morris, residing in the parish of Plaquemines, be all made parties defendants to this suit; that they be cited to answer this petition, a curator ad hoc be appointed to represent said absentees, and they cited through him, and that by judgment to be rendered in the premises, all the proceedings in the matter of John Joseph Coiron *v.* his creditors, and every part thereof, be declared to be null and void and of no effect; that all and every the sales made by the pretended syndic be annulled and avoided, and the above-named purchasers decreed to restore the property to the estate and succession of the said John Joseph Coiron, together with all the fruits and revenues thereof since the time of said sales; that the parties be sent before the Probate Court of the parish of Plaquemines, in order that said estate and succession may be administered, and liquidated according to law, and your petitioner in due time be paid the amount of her claims according to her rank, privilege. And your petitioner further prays that the said defendants may be decreed in solidum to pay the costs, and for all general and equitable relief.

(Signed,) LEVI PIERCE,
J. R. GRYMES,

Petition.

To the Honorable the Court in and for the First Judicial District of the State of Louisiana.

The petition of Genevieve Elizabeth Julienne Gauthier, residing in the parish of Plaquemines, in said district and State, widow of John Joseph Coiron, deceased, and who during his lifetime was also a resident of said parish, respectfully shows: That she is a creditor of her said husband, and was so at his death, and that she is now a creditor of his succession for the sum of ten thousand dollars and more, as a part of her paraphernal property received by her said

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husband before his death, and which he has converted to his own use, and has never replaced, and for the reimbursement of which said amount your petitioner has a legal mortgage on all his property, and moreover, for a sum of two thousand seven hundred and fifty dollars and more, she being subrogated (by virtue of the payment by herself) to the rights of Joseph Bouchard, of New York, one of the creditors of her said husband before his death, and at the period thereof.

And your petitioner further represents, that said John Joseph Coiron, during his lifetime, to wit: on or about the 17th day of July, 1833, filed his bilan before this honorable Court, and prayed to make a surrender of all his property to his creditors, whereupon a meeting of some few of said creditors took place on or about the 26th day of August thereafter, and that Theodore Nicolet, residing in the city of New Orleans, was chosen by them as syndic; that on his application this honorable Court ordered, on the 27th December, 1833, that a second meeting of said creditors be held, which took place on or about the 28th day of January, 1834; that is, some of the said creditors met at the notary and fixed the terms and conditions under which they consented to be sold the property of their debtor; but those deliberations were never homologated; and your petitioner further represents that subsequently said pretended syndic, with no authorization from this honorable Court, proceeded to effect the sale of all the property, of whatever description, belonging to the succession of said John Joseph Coiron (who was then deceased), and that said property was adjudicated, at a great loss, to several persons who are now possessed of the same, to wit:

1st. To Laurent Millandon, residing at New Orleans, forty-six slaves in block, to wit: 1. Peter; 2. Smart; 3. Matt; 4. Paul; 5. Julie; 6. Simeon; 7. George Coffee; 8. Parrott; 9. Esther; 10. Little John; 11. Rebecca; 12. Paris; 13. Peggy; 14. Milly; 15. Raphael; 16. Marceline; 17. Priscilla; 18. Sophie; 19. Harriet; 20. Charlotte; 21. Mary Ann; 22. Bess, or Bets; 23. Baptiste; 24. Hilaire; 25. Rose; 26. Becca; 27. Old Elsey; 28. Jessy; 29. Young Elsey; 30. Bob; 31. Mary; 32. Little Levy; 33. Clarenda; 34. Judith; 35. Old Rachel; 36. Kitty; 37. Liza; 38. Jenny; 39. Old Lucy; 40. William: 41. Jackson; 42. Edwin; 43. Scipio; 44. Adams; 45. Caffa; and 46. Frank, as will more fully appear from the copy of the sale thereof, from Nicolet to Millandon, hereunto annexed for reference and for greater certainty.

2. To Alexander Lesseps, residing in the Parish of Plaquemines, a sugar plantation, and known by the name of "Monsecours," situated in the Parish of Plaquemines, in this State, in that part thereof known as the "Pointe du Portage," on the left bank of the Mississippi River, about ten leagues below the City of New Orleans, measuring thirty-nine arpents and twenty toises front to said river, by forty arpents in depth, and more, if any there be, bounded by the land owned by Eugene Macarty, together with the buildings and im-

provements, appurtenances, rights, and privileges thereunto belonging, and also thirty-one slaves, to wit: 1. Sam; 2. Joe Wallace; 3. Samuel; 4. Dick; 5. James Coffee, Towny, John Affa; 8. Tawny; 9. Joe Arden; 10. Sandy; 11. Saunders; 12. Fim; 13. Jacob; 14. Harry; 15. Edmund; 16. Ismael; 17. Daniel; 18. James Court; 19. John Jack; 20. Moses; 21. Little Peter; 22. Thema; 23. Dora; 24. Celina; 25. Amy; 26. Dinah; 27. Rachel; 28. Rinah; 29. Affa; 30. François; 31. Sabines. And finally, the cattle and movables attached to said plantation, and thereunto belonging, as the whole appears from the copy of the act of sale thereof from said Nicolet to said Lesseps hereto annexed for reference.

3. To Thomas Murray Doyle and Thomas May, both residing at the City of New Orleans, a mulatto slave, named "Levy," as it appears from the copy of the act of sale made unto them by said Nicolet, and hereunto annexed for reference.

Your petitioner alleges that all these pretended sales are entirely null, for the following reasons:

1st. Because this Honorable Court never granted any authorization for selling.

2d. That the pretended deliberations of the creditors for the purpose of fixing the terms and conditions of the sale, have not been homologated either by a judgment or by any lapse of time; that said sales were made pending an opposition to said deliberations, and before the decision of the same.

3d. That said sales were not effected in conformity with the vote given by said creditors in their said pretended deliberations before the notary; that the lapse of time intervening between said deliberations and said sales was less than that required by law; that the sale was not legally announced, and that the property sold was not valued or appraised.

4th. That neither the creditors generally, nor your petitioner in particular, nor said Bouchand, have been cited nor called in the mode required by law, nor in any other manner, to appear before said meetings; and that the absent creditors have not been cited, nor called, nor represented in any said deliberations or meetings.

5th. That the bilan annexed by the said John Joseph Coiron to his petition, does not specify the residences of his creditors, as required by law, and that, therefore, the order required by law could not legally be granted. Your petitioner, therefore, charges and avers, that the order granted on the seventeenth day of July, eighteen hundred and fifty-three, is illegal, and that all the proceedings in said case of John Joseph Coiron v. His Creditors, are null, *ab initio*, and are by no means binding upon your petitioner.

6th. That before said pretended meetings took place, and before said sales were effected, said John Joseph Coiron died, and his succession opened in said Parish of Plaquemines; that at the time of his death he left five children, four of whom were minors; that all

said property belonged and made part of his succession, and that the same was duly and regularly inventoried as such by the Court of Probates, by reason of which, and according to law, said Court of Probates alone had exclusive jurisdiction over said property, and that said Court alone was entitled to order the sale, and said property could not be sold for less than the appraised value in the inventory.

7th. That said sales unto said Millandon and Lesseps are fraudulent and collusive, and the result of their combinations and artifices with said Nicolet to prevent the adjudication of said property at its true value, and in order to obtain an unjust advantage; and that, therefore, said property was adjudicated to them at a great loss and sacrifice, and considerably below the real value thereof. Your petitioner charges and avers that said John Joseph Coiron, at the time of his death, was not legally dispossessed of his estate or property, nor of his title thereto, and that his said property and estate are still the common pledge of his creditors, and constitute a part of his succession, and that the same should be transferred to the Probate Court of said Parish of Plaquemines, to be administered therein, and sold thereby, if necessary, according to law.

Wherefore, your petitioner prays, that said Laurent Millandon, Alexander Lesseps, Thomas Murry Doyle, Thomas May, and the five children of said John Joseph Coiron, to wit, Francois Ste. Marie Coiron, Louis Coiron, and Emelie Coiron, all at present of the age of majority, and Felix and Zelina Coiron, yet minors, through their under-tutor, the four last residing in the Parish of Plaquemines, and the first in the Parish of Orleans, and the following persons, all creditors of said John Joseph Coiron, as it appears by his said bilan, to wit, Leon Bernard, Peuch & Bein, Durel & St. Victor, Dubuc & Gouty, Claude Letorey, C. Jambu, all now or before residing in the Parish of Orleans; Dr. Labaurie, residing out of the State, and not represented; G. Leonard, residing in the Parish of Plaquemines; J. C. Thompson and Dr. Thomas, residing in the Parish of Orleans, Syndics of the creditors of Francois Ste. Marie Coiron, and B. Bonny, all residing in the Parish of Orleans; Theodore Nicolet & Co., formerly transacting and doing business in the City of New Orleans, a member of which said firm is dead, to wit, Theodore Nicolet, the heir of whom, nor his other partners in said firm are represented in this State; J. Stoney, residing in Charleston, in the State of South Carolina; V. Livingston, at New York; Salvant J. Leeds, J. B. Wilkinson, Laroque Turgeau, G. N. Allard, Toledano & Legendre, all now or formerly residing in the Parish of Orleans; be all made parties defendants in this case; that they be all cited to appear and answer this petition; that a curator ad hoc be appointed to represent the absentees, and that they be cited through him; and as to the judgment to be rendered, that the proceedings which have taken place in the case of John Joseph Coiron v. His Creditors, be declared entirely null and void; that all the

sales made by the pretended syndic be declared null; and that the aforenamed purchasers be condemned to return any property purchased by them from the succession of John Joseph Coiron, deceased, together with the fruits and revenues derived from said property since said purchases as aforesaid; that for this purpose that the parties be sent before the Court of Probates of the Parish of Plaquemines in order that said succession be administered and liquidated according to law, and that in due time your petitioner may be paid the amount of her claims, according to the rank thereof, from the proceeds of the property of said succession; and your petitioner finally prays, that said defendants be condemned, in solido, to pay the costs in this case, and that any other and ulterior judgment be rendered in favor of your petitioner, which the nature of her case and equity may allow.

(Signed) LEVY PIERCE,
J. R. GYRMES.

Answer of Millandon and Lesseps.

Filed 1st March, 1844.

The joint answer of Laurent Millandon and Alexander Lesseps, both residing in the Parish of Orleans, to the petition of Genevieve Elizabeth Julienne (alias Zeline Gauthier), widow of John Joseph Coiron, residing in the Parish of Plaquemines.

These defendants saving and reserving to themselves the benefit of the exceptions of Oyer they have taken in this case, and which has been overruled by this Honorable Court, and also the benefit of all other lawful exceptions, for answer to the plaintiff's petition, inasmuch as they may be bound to answer, answer and say that they deny all matter and facts therein set forth, and they therefore pray to be hence dismissed with costs.

(Signed) D. SEGHERS,
Of Counsel.

Joint answer of Laurent Millandon and Alexander Lesseps, both residing in the City of New Orleans.

To the petition of Genevieve Elizabeth Julienne (alias Zelime) Gauthier, widow of John Joseph Coiron, residing in the Parish of Plaquemines.

These respondents reserving to themselves the benefit of the exception taken by them for the indication and production by the plaintiff of the documents whereby she urges her demand herein, which said exception was set aside by this Honorable Court; and reserving, likewise, the benefit of all other legal exceptions.

For answer to so much of plaintiff's petition as these respondents are bound to answer, they deny all and singular the allegations in said petition contained.

Wherefore they pray to be hence dismissed with costs.

(Signed) D. SEGHERS,
Attorney for Defendants.

Amended Answer of Millandon and Lesseps.

Filed 15th March, 1844.

The joint, amended, and supplemental answer of Laurent Millandon and Alexander Lesseps, both residing at New Orleans.

To the petition of Genevieve Elizabeth Julienne, alias Zeliné Gauthier, widow of John Joseph Coiron, residing in the Parish of Plaquemines.

These respondents beg leave to amend their original pleas, under the express reservation of their special and general exceptions contained in their said original answer. They expressly deny that the insolvent ever received any part whatsoever of the plaintiff's paraphernal property, as alleged in her petition; they deny that their alleged subrogation by Bouchaud, if proved, conferred on her any privilege or mortgage on the property surrendered by her husband to his creditors.

These respondents further expressly deny the want of formalities alleged in the plaintiff's petition as having vitiated the insolvent proceedings of her said husband, and, namely, the sale of the property brought by these respondents respectively at the syndic's sale. They contended if such a want of formalities ever existed, the same has been cured by the act of the insolvent's creditors, who have ratified those sales by accepting the price without opposition, and distributing the same among themselves according to the rank of their respective claims. And these respondents further plead the prescription of five years in bar of the plaintiff's demand, with regard to the slaves comprised in their respective acts of sale. They assert that from the day of his surrender the insolvent was divested of the property mentioned in his schedule, and that the same was from that time fully vested in his creditors, so that at his demise there was nothing to be inventoried in his succession.

They further aver that the slaves purchased by Laurent Millandon were subject to the vendor's privilege for the payment of the price due by this insolvent, and which was not fully paid by the proceeds of this sale to Millandon, and that the plantation and the slaves purchased by Alexander Lesseps were subject to several mortgages granted by the insolvent at several times to Theodore Nicolet, in which acts of mortgage the present plaintiff has appeared and renounced her legal mortgage in favor of said Nicolet, on the property described in the said acts.

And these respondents do further aver, that in consequence of their vendor's privilege, the prices of the slaves bought by Laurent

Millandon was adjudged on the tableau of distribution, and paid over to Peter V. Livingston and Harriet E. Livingston, his wife, both of Westchester County, in the State of New York, represented by their agent and attorney in fact, Hugo Chretien Gildemeester, residing at New Orleans, and that in consequence of his above-recited mortgages the price of the plantation and the slaves bought by Alexander Lesseps was adjudged to the said Theodore Nicolet, and paid over to Theodore Bailly Blanchard, residing at New Orleans, the testamentary executor of said Theodore Nicolet, who have departed this life previous to the said distribution. And whereas, in case of eviction for want of formalities, the said Theodore Nicolet, in his capacity of syndic, or his succession, would be liable towards your respondents for his neglect, and as besides in such case he or his succession would be at all events liable to your respondent, A. Lesseps, to refund the price he has received as aforementioned. And as likewise the said Peter Vanbourg Livingston and Harriet E. Livingston, his wife, would be likewise liable towards your respondent, Laurent Millandon, to refund the price they have received as hereinabove recited; your respondent, therefore, prays that said Theodore Bailly Blanchard, in his capacity as testamentary executor of the late Theodore Nicolet, and the said Peter Vanbourg Livingston and Harriet E. Livingston, represented by their agent and attorney-in-fact, Hugo Chretien Gildemeester aforementioned, be made parties defendants to this suit; that they be called in to warrant and defend your respondents, and that in case of eviction your respondents may recover respectively against them, and against each of them respectively, such judgment as the nature and equity of the case shall warrant and require; and your respondents finally pray, that all such other and further relief be extended to them as the nature of their defence may require, and that they be hence dismissed with costs.

(Signed) D. SEGHERS,
Of Counsel.

Order.

Let the supplemental answer be filed, 15th March, 1844.

(Signed) A. M. BUCHANAN,
Judge.

Answer of F. St. Marie Coiron.

Filed 18th March, 1844.

To the Honorable the Judge of the District Court, for the First Judicial District of the State of Louisiana. The answer of F. St. Marie Coiron, residing in the City of New Orleans, to the petition of Genevieve Elizabeth Julienne Gauthier, widow of John Joseph Coiron, residing in the Parish of Plaquemines, in this District, State, humbly shows:

That reserving to himself the benefit of all exceptions, to which

by law and the practice of this Honorable Court he may be entitled to, for answer to the said petition, to which he has been made a party defendant thereto, says: That when his father made a cession of his properties to his creditors, your respondent was an indorser to his father's note, and had signed several acts of mortgages, in favor of several of these creditors, that at that time, your respondent has abandoned to said creditors all his claims, rights and privileges, against the properties ceded by his father to his creditors; that your respondent by the abandon he has made, considers his father's creditors as far as he may be concerned, in the case before this Honorable Court, the proper persons to take such measure their interest in this case may require. Therefore, your respondent prays to be dismissed with costs, and as in duty bound, &c.

(Signed) F. S. M. COIRON.

Answer of F. S. M. Coiron.

To the Honorable, the First Judicial District Court of the State of Louisiana.

The answer of F. St. Marie Coiron, residing in the City of New Orleans, for answer to the petition of Genevieve Elizabeth Julienne Gauthier, widow of John Joseph Coiron, residing in the Parish of Plaquemines, in this said District and State; respectfully represents, that reserving the benefit *the benefit* of all exceptions to which he is entitled, by law and according to practice in this Honorable Court, for answer to said petition, and as party defendant in this case, says:

That at the period when his father made a surrender of his property to his creditors, this respondent had indorsed the notes of his father, and had signed several mortgage acts in favor of several of his creditors, and at that period your respondent surrendered to said creditors, all his claims, rights and privileges, on the property surrendered by your respondent's father to his creditors; that your respondent by the abandonment which he has made as aforesaid, and insomuch as this respondent may be interested in the case pending before this Honorable Court, considers that the creditors alone are competent to adopt such measures as they may deem proper for their interest in this case.

Wherefore, your respondent prays that so far as he is concerned, plaintiff's demand be hence dismissed at her costs, and he will ever pray. And as in duty bound.

(Signed) F. S. M. COIRON.

Witness:

(Signed) W. P. BEDLOCK.

Answer of Under-Tutor.

Filed 15th February, 1845.

James N. Niven, under-tutor of the minors, Pierre Felix Coiron

and Zelina Marie Coiron, and Louis Coiron and Emily Coiron, both of the age of majority, cited in the above entitled cause, now come and say that said minors, and said Louis and Emily are heirs with benefit of inventory, and have only a residuary interest in the estate of the deceased Jean Joseph Coiron, after payment of his debts. Wherefore, they submit themselves to the judgment of the Court in the premises.

(Signed) JOHN GEDGE,
Of Counsel.

Letters of Under-Tutorship annexed:

State of Louisiana, Parish of Plaquemines, Court of Probates. This shall certify, to all whom it may concern, that on the first day of February, in the year of our Lord one thousand eight hundred and fifty-five, and in the sixty-ninth year of the Independence of the United States of America, an application was made to the Hon. Judge of the Court of Probates, in and for the Parish of Plaquemines, by Mrs. Genevieve Elizabeth Julienne Gauthier, widow of Jean Joseph Coiron, natural tutrix of her minor children, Pierre Felix Coiron and Marie Zeline Coiron, praying that an under-tutor might be appointed to said minors, in the place and stead of Francois St. Marie Coiron, who had resigned the under-tutorship of said minors. Now know ye, that James N. Niven of the City of New Orleans has been, and he is hereby appointed under-tutor to the said minors, and that he has fulfilled all the requisites of the law. Witness our hand, and the seal of the said Court of Probates, this third day of February, in the year of our Lord one thousand eight hundred and fifty-five, and the sixty-ninth year of the Independence of the United States.

(Signed) V. DEBOUCHEL, [SEAL.]
Acting Judge.

Exceptions of Millandon v. Lesseps.

Filed 26th May, 1845.

The joint exception of Laurent Millandon and Alexander Lesseps to the plaintiff's petition. These defendants except to the plaintiff's petition because it is insufficient in law on the face of it, the plaintiff not averring herself to be either the representative of the late J. J. Coiron, or of his estate, but only a creditor, has no right in law to be heard in her said action, in manner and form as stated in her petition:

In that very petition it is alleged, that on the 17th July, 1833, J. J. Coiron filed in this Court his petition of insolvency, praying for a surrender of his property to his creditors. The record of that suit to which her petition refers, shows that the cession was accepted by the Court for the benefit of J. J. Coiron's creditors, whereby the

title and ownership of said property fully vested in said creditors, and if any such informalities existed in the schedule of said J. J. Coiron, or occurred thereafter, as alleged in said petition, the said cession was not thereby either null or revoked, nor can the Court of Probates entertain jurisdiction on property, the title to which is fully vested in the creditors of the deceased at the time of his demise, and was so vested a long while previous thereto, and the only remedy of the plaintiff as a creditor of her said husband, is to provoke more regular proceedings in the cause of J. J. Coiron *v.* His Creditors, as such informalities, if they exist, do not entitle her to have or maintain her present action, which belongs to the mass of the creditors, and cannot be brought but by an agent or syndic, by them regularly appointed. But this action cannot be maintained by a single creditor, and in his own personal name. These defendants therefore pray that the plaintiffs' petition be dismissed with costs.

(Signed) D. SEGHERS,
Of Counsel.

Supplemental Petition.

Filed 29th November, 1845.

To the Honorable the Judge of the District Court of the First Judicial District Court of this State.

The plaintiff, by leave of Court, now files this, her supplemental and amended petition, and respectfully shows: That, in addition to the causes of nullity alleged by her against the insolvent proceedings of the said John Joseph Coiron, and the sales of his property made under the same, that he, the said John Joseph Coiron, did, on or about the 8th of June, 1833, file his petition of insolvency and bilan, in the Parish Court, for the Parish and City of New Orleans, tendering a cession of his property, that said Court accepted said cession for the benefit of his creditors, who were cited, and under the order of said Court, held a meeting at the office of said T. Caire, Notary Public, on or about the 11th July, 1833. That said cession was still pending in the said Parish Court, when he made his cession in this Court, and has never been legally annulled, cancelled, or set aside to this day. Wherefore she avers, that for this cause, likewise the proceedings in this Honorable Court, and everything done under them are wholly null and void, and of no effect, and she renews the prayer of her original petition, and asks for all such other judgment, relief and remedy, as the nature of the case may demand, and in duty. (Signed) JNO. R. GRYMES.

Order.

Let this supplemental and amended petition be filed. 29th November, 1845. (Signed) A. M. BUCHANAN,
Judge.

Acceptance of Service on Supplemental Petition.

Service accepted for Louis Coiron, Emilie Coiron, and James N. Niven, under-tutor of the minors Coiron. 29th November, 1845. Signed, John Gedge, of counsel.

Service accepted for Mr. and Mrs. Livingston. Signed, L. Eyma.

Service accepted and citation waived on behalf of those I represent in this case, under appointment of the Court. Signed, Jno. Culbertson.

Service accepted for the executor of the estate of Nicolas Allard, 3d December, 1845. Signed, Marsondet. Signed, Isaac T. Preston, for the estate of R. Layton.

Service accepted for Thomas May. 5th December, 1845. Signed, John Gedge, attorney for Thos. May.

Answer of Under-Tutor to Supplemental Petition.

Filed 22d January, 1846.

James N. Niven, under-tutor, Emily Coiron and Louis Joseph Coiron, by their counsel now come, and to the supplemental petition filed in this case, reiterate their former answer, and renew the prayer thereof. Signed, John Gedge, of counsel.

Plea of Prescription of Millandon v. Lesseps.

Filed 23d January, 1845.

The plea of Millandon and Lesseps, defendants in this suit, to the plaintiff's right to maintain the same. These defendants now beg leave to interpose their peremptory exception, and say that this is a revocatory action, which by law is prescribed by the lapse of one year, and they plead the said prescription in bar to the present action. Signed, D. Seghers, of counsel.

Order.

Let this plea of prescription be filed: 23d January, 1845.

(Signed) A. M. BUCHANAN,
Judge.

Answer of Millandon and Lesseps to Supplemental Petition.

Filed 27 January, 1846.

The joint answer of Laurent Millandon, residing at New Orleans, and of Alexander Lesseps, residing in the Parish of Plaquemines, both defendants in this suit, to the supplemental and amended petition of the plaintiff.

Those respondents for answer to the said supplemental petition, inasmuch as they may be bound to answer the same, say that the pretended proceedings before the Parish Court of New Orleans, always were, and still are at *ab initio*, a nullity apparent on the very face of the petition, for they were *coram non Judice*, as it was recognized and held by the said Parish Court, where the suit was dismissed for want of jurisdiction. The judgment of dismissal was pronounced, entered on the minutes, and was written on the petition for the signature of the Judge, and if owing to an oversight of his or of his clerk, it was not signed, these respondents contend that this oversight may yet be corrected, and that on due application the Judge may still sign it *nunc pro tunc*. These respondents therefore pray to be herein dismissed with costs.

(Signed) D. SEGHERS,
Of Counsel.

Judgment.

Rendered 30th June, 1847.

The Court having this case under consideration, do, for the reasons assigned for granting a new trial, filed on the 18th April, 1846, adjudge and decree, that there be judgment for defendants, and that plaintiff pay costs.

(Signed) A. M. BUCHANAN,
Judge.

Judgment signed 5th July, 1847.

Opinion and decree of the Supreme Court.

On the 17th July, 1833, Jean Joseph Coiron, since deceased, the former husband of the plaintiff made a surrender of his property in the Court of the First Judicial District. The judge made the usual order on the application, accepting the cession, directed a meeting of the creditors to be convened, and appointed an attorney to represent the absent creditors.

The property was afterwards sold, and the proceeds distributed under a tableau of distribution, which after due notice was homologated. Coiron died in September, 1833, leaving a widow and four children; his succession was opened in the parish of his domicil, and the plantation and slaves, which are the subject of the present suit, were inventoried as belonging to his succession. The plaintiff, the surviving widow, has brought this suit, as a creditor of her late husband, to vacate and annul the sales of the property ceded to the creditors by the insolvent, to wit: A valuable plantation, with the slaves, situated in the Parish of Plaquemines, on various grounds set forth in the petition, and the printed argument of counsel. The District Judge was of opinion, that the homologation of the tableau of

distribution of the proceeds of the property sold among the creditors, was a bar to the plaintiff's action, and gave judgment and accordingly. There were other creditors who were made defendants, but the only parties who have appeared before us on this appeal, taken by the plaintiff, are Millandon and Lesseps, the purchasers of the plantation and slaves.

The heirs of the insolvent do not attempt to disturb the sale, nor does the plaintiff present herself in any other right than as a creditor of her late husband. The fact of her being a creditor is directly put at issue by the pleadings, and the only evidence of it is the payment by her of a judgment in May, 1834, which was in favor of Joseph Bouchard, and against her and her husband in *solido*. At the time of the cession, July, 1833, the debt which the plaintiff now holds was due to Bouchard, who was a citizen of the State of New York. He obtained his judgment in the Circuit Court of the United States for this district. But in relations to the property comprised in the cession made by the insolvent, he must be considered as represented, so far as concerns his interests therein, by the attorney appointed by the Court to represent the absent creditors.

Waiving the question which has been raised as to the plaintiff's not having became a creditor until after the cession, we proceed to consider the case as presented in the argument on the point on which the district judge decided it as to the effect of the tableau of distribution.

It is contended by the counsel for the plaintiff, that there was in fact no legal tableau of distribution, it having been made and presented, not by a syndic but by the executor of the syndic, who had died, and whose appointment had not been replaced by the creditors.

The right in which a tableau of distribution in an insolvent effects is viewed under one system renders the syndic a mere nominal party, except so far as his claims for commissions, &c., are concerned. The creditors, *enter se*, are the real parties litigant.

Morgan v. Creditors, 4 La. R. 174. In the case of Smith v. Poydras, Robinson, 384, it was held, that when the creditors of an insolvent having appointed two persons joint syndics, remain silent while one of them causes himself to be recognized as sole syndic, sells the property and files the tableau of distribution, which is homologated without opposition, this will be considered as having ratified his acts, and be bound by their silence. And this decision was not assumed to be based on any authority on the part of the Court to appoint the syndic, but on the principle of ratification, &c. That it was incumbent on the creditors to have objected to the proceedings before they were closed by the distribution of the proceeds of the property sold. The application of this principle to this cause, is direct and obvious. The syndic having died, his executors presented to the Court an account of the administration of the syndicate by the deceased, and with it a tableau of distribution, which was litigated

and finally adjudicated upon. The creditors did not deem it their interest to provoke the appointment of another syndic, and the administration of the deceased syndic as exhibited by the executor was not acted upon, and the tableau of distribution homologated.

It is further contended, on the part of the plaintiff, that there was no sale of the property surrendered; that the whole proceedings are null and void in consequence of an absence of these requisites which are necessary to give them validity. The most material defect, and that most relied on in argument, is the want of any order of Court authorizing the sale.

The property was ceded by the insolvent for the purpose of being sold to pay his debts, and the creditors had fixed upon the terms and conditions of the sale. The D'Aquins, who were mortgage creditors, opposed the sale as recommended by the creditors, and required the property subject to their mortgage to be sold separately. Their opposition was filed in February, 1834, and was overruled on the 12th of March, 1835. The sale having in the meantime taken place, to wit: on the 6th of March, 1834. It appears that an application to the Court was made on the day of the sale, for authority to sell according to the terms dictated by the creditors before the notary, and an order was made by the Judge to that effect, but on signing it and handing it to the clerk, he was apprised of the opposition of the D'Aquins having been filed. The order was erased, and a memorandum made of the erasure, and its cause was signed by the Judge at the time. On a hearing, the opposition was dismissed notwithstanding the sale had been made, the Judge considering the matter before him as on the opposition, unaffected by the fact of the sale which was not before him.

In this state of things, the Judge, on the 25th of November, 1837, acted on the tableau of distribution presented by the executor as before stated, overruled the opposition of the creditors claiming a privilege, homologated the tableau, and ordered the executor of the syndic to pay over the moneys of the estate in accordance therewith.

It thus appears that this judgment, homologating the tableau, was deliberately rendered, in the presence of the fact of the want of any order of the Court authorizing the sale, and however irregular the proceedings may have been, there does not appear to us to have been any fraud in the sale or collusion between the syndic and purchasers. It appears to have been conducted fairly, and more than usual publicity was given to it by way of advertisements. It is obvious, that, under the repeated decisions of the Supreme Court, and the principles on which these decisions are based, we must hold thecreditors of the insolvent bound by this judgment of distribution. The plaintiff was present, and must be considered as a party to it; by her own allegation, she was at the time of its rendition a creditor. The required notices are proven to have been given, and the

order of the Court for the creditors, and all others, warned to show cause why the tableau should not be homologated and distribution made accordingly, recited the first fact that the former was presented by the executor of the deceased syndic.

The Court having advisedly distributed, by its decree, the proceeds of the sale of the property as such, *eo nomine*. The sale itself and the right to sell was thereby settled and determined, and from that time must be viewed as having been made under sufficient authority. As to these creditors who received the proceeds, there can be no question; and, we think, the creditors, who thus sanctioned the appropriation of the proceeds for their benefit, that is, for debts which they had an interest in having discharged, are equally bound by the judgment, as the law considers them as parties to it.

In the sale of property ceded by insolvents to their creditors, it undoubtedly competent for any creditor, previous to the homologation of the tableau of distribution, to cause a re-sale of property surrendered, or any adequate or legal cause up to that time, the Court, having all the parties before it, has the power to cause the price to be refunded to the purchaser, and to have things put in statu quo. But, after that time, we concur with the District Judge in opinion, that the sale must be considered as executed under the authority of the Court itself, and cannot be considered as a nullity.

It is also urged, on behalf of the plaintiff, that the whole proceedings are null in consequence of the creditors not having been cited. On this point there is no evidence adduced. There were two regular meetings of creditors held under orders of Court, who advised the sale and fixed the terms thereof. In a question concerning the validity of the discharge of the insolvent, this inquiry might be material under the authority of the case of Breedlove and Robinson *v.* Nicolet, 7 Peters, 434; but, in relation to the validity of the sale of the insolvent's estate, we think the meetings of the creditors and the homologation of the tableau, are sufficient.

In resting this case on the decision of the District Judge, we must not be considered as conceding the right of action to the plaintiff to rescind the sale. Without noticing the pleas of prescription filed by the defendants, it is sufficient to state, that she alone of the creditors seeks before this Court to set aside the sale, and to disturb the payments made under the sanction of a Court; nor does she offer to provide the means of restitution of the purchase-money to the defendants. The proceeds of the sale were not sufficient to pay the privileged mortgage-creditors; a balance still is due according to the tableau. The parties, to whom any surplus on a re-sale would come, do not choose to disturb the sale under the obligation of restitution, and praying for improvements which the purchasers may have made upon the property; nor is there any evidence that the property was not sold for its first value, nor that, at this remote period, any creditor would be benefited by a re-sale.

In a case of collusion between the syndic and a purchaser, where a fraud has been practised upon creditors, we have no doubt of the remedy of the latter individually; but in this case the evidence establishes neither. We can find no precedent of such an action having been sustained. Story's Equity Pleadings, 503, 510, and 516. The judgment of the District Court is therefore affirmed with costs.

State of Louisiana, Fifth District Court of New Orleans:

I hereby certify, that the above and foregoing forty-one pages are true copies of the originals on file and of record in the office of the Clerk of this Court, in the case of Widow Coiron *v.* Laurent Millandon, Alexander Lesseps et al., Number 23083 of the docket of the late District Court of the First Judicial District of the State of Louisiana; the records of which Court have been, by law, transferred to the aforesaid Fifth District Court of New Orleans.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court, at the City of New Orleans, on this tenth day of February, in the year of our Lord one thousand eight hundred and fifty-four, and in the seventy-eighth year of the Independence of the United States of America.

WM. A. NOTT, [SEAL.]
Clerk.

Document, Part II.—Record in the case of Widow Coiron v. *Millandon and Lesseps; from the Fifth District Court of New Orleans.*

State of Louisiana, Fifth District Court of New Orleans.

WIDOW J. J. COIRON
v.
MILLANDON & LESSEPS. } No. 23083.

Filed 22d January, 1846.

Testimony taken in open Court, 22d January, 1846.

Plaintiff offered in evidence the record of the suit and proceedings in the Parish Court, in the matter of Jean Joseph Coiron *v.* His Creditors, No. 6,944; also, the proces verbal of the meeting, before L. T. Caire, Notary Public, on the 11th July, 1833—copies of which to be filed. Also, the record of the suit of Jean Joseph Coiron *v.* His Creditors, No. 10,720, in this Court, including all the proceedings and documents in said record.

J. W. Zacharie, witness for plaintiff, sworn. Says that he was the agent of Joseph Bouchaud, of New York, for the prosecution of a claim in the U. S. Court, against Mrs. Widow Coiron. Mr. Slidell

was the attorney. Plaintiff now introduces in evidence copy of the record of said suit, marked No. 1, which witness identifies as the same he has spoken of. Recognizes the signature of Widow Coiron and his own to the letter and record No. 2, now offered and filed. Plaintiff introduces in evidence the acts of sale annexed to the petition, now marked Nos. 3, 4, and 5.

J. B. Blache, witness for plaintiff, sworn. Says, remembers that, at the request of Mr. Nicolet & Co., order of Court, he made a sale, as auctioneer, of the property surrendered by John J. Coiron. Witness makes it a rule never to make a sale under an order of Court, without having a copy of the order. Plaintiff offered copy of judgment and certificate of satisfaction now filed, and marked No. 6; also, documents Nos. 7 and 8. Also, the record of the suit of John Morris *v.* Theodore Nicolet and others, No. 11,940 of the record of this Court; which record is received by the Court merely to prove that the defendants have been notified by a previous suit of defects of their title. Plaintiff offered in evidence documents Nos. 9 and 10.

WIDOW COIRON
v.
MILLANDON, LESSEPS, and others. } No. 23083.

Testimony taken in open Court, 23d January, 1846.

Filed 23d January, 1846.

Plaintiff offered in evidence the original record of Gustave Le Gardeur, late Notary Public, of the acts of sale, from Theodore Nicolet, syndic of the creditors of J. J. Coiron, to Millandon, Lesseps, and others, purchasers, passed on the 22d March, 1834, to prove that the order of court of 31st January, 1834, which is recited in said acts, as being annexed thereto, was not annexed, and is not to be found in said records, and that there is no appearance that such document ever was annexed.

Theodore Guyol, witness for plaintiff, sworn. Says, recognizes the handwriting of Mr. Dominique Seghers in the body of the original transfer, by Morris to Abat, annexed to an act of transfer by said Abat, to T. B. Blanchard, executor of Nicolet, passed 14th July, 1837, before T. Grima, Notary Public. The signature of Joseph Abat is genuine. Does not know the signature of Morris. The signature of Morris is admitted to be genuine. Plaintiff now offers said original document, of which a copy is on file. Witness proves handwriting of Mr. D. Seghers, to the body of a transaction between Millandon and Lesseps, and Nicolet, annexed to an act of transaction, passed before Felix Grima, 14th July, 1837, and the signatures of Millandon, Lesseps, and Nicolet thereto. Plaintiff

now offers said original document—copy of which to be filed. The whole of said two private acts are wholly, with the exception of the signature, in the handwriting of Mr. D. Seghers.

T. B. Blanchard, witness for plaintiff, sworn. Knows Mr. Theodore Nicolet intimately from 1824 to his death—about thirteen years. Was well acquainted with the state of his affairs. Knows Mr. Alexander Lesseps. Knows said Lesseps from before 1820; there never was any partnership in business between Nicolet and Lesseps, other than for the carrying on of the brick-yard below the city. This connection commenced before 1834. But cannot say if it existed in 1834. Thinks it existed in the beginning of 1834. Thinks the interest of the parties was one-half each. Nicolet and Lesseps were very intimate. Lesseps' brother was head clerk at Nicolet's. Is certain Nicolet was not interested in the purchase, by Lesseps, of the Coiron's plantation. Mr. Zig, partner of Mr. Nicolet, proposed to Lesseps, that they should buy the property, and go into partnership in the carrying on of the plantation; this Lesseps would not do, as Zig was not an active business man. This proposal was made and refused some time before the sale. Nicolet wished this, as it would have helped Zig; and Zig, being of little use to Nicolet, Nicolet would have been well satisfied to have had a dissolution of their partnership. I think Nicolet mentioned it to Lesseps. Millandon and Lesseps agreed, at the Exchange, at the time of the sale, to buy the property in common. Lesseps, on the day of the sale, had purchased some part of the property for his own account; and it was while the sale was proceeding, that he and Millandon agreed to buy it in partnership.

Cross-examined.

The house of Nicolet & Co. nor Mr. Nicolet were to have no interest in the plantation, even if the project of Zig had been acceded to by Lesseps. Before the sale, Mr. Blache, the auctioneer, came to Nicolet and told him that an order of court to sell the property was necessary; and at this time Nicolet had not the order. Nicolet died the 3d May, 1837. Knows that Mr. Seghers was employed by Mr. Nicolet, as his counsel, to enforce the payment of the notes given by the purchasers, for the price of the property. The transaction drawn up by Mr. Seghers was entered into before Mr. Nicolet's death, but was not complete. Witness, as testamentary executor of Nicolet, got the parties to complete it after his death. Defendants now offered record of the suit in this Court, of Nicolet, Syndic, *v.* Millandon and Lesseps, No. 14,011. This suit was stopped by the transaction spoken of; the morning after Nicolet made the transaction he killed himself. Plaintiff offered copy of act of mortgage from Millandon to Lesseps, of 26th June, 1839, passed before L. T. Caire, Notary Public, marked No. 11.

WIDOW COIRON
v.
MILLANDON & LESSEPS, and al. } No. 23083.

Testimony taken in open Court, 27th January, 1846.

Filed 27th January, 1846.

J. B. Blache recalled, that he found no copy of any order of court among his papers, although he has searched for it. Witness produced hand-bill now filed, marked No. 12; also, a memorandum of the dates of publication of the advertisement in the Louisiana Courier, marked No. 13. The hand-bill was given to witness by Mr. Lesseps, about three or four days ago; it is impossible for witness to recollect if he had the order of court in making the sale of this plantation; and in his former testimony he did not mean to say, positively, that he had it, but merely that, as a general rule, he required a copy of the order of court before making a syndic's sale, and presumed he had the order in the case in question, or had seen it, or was told that it existed. Witness found no papers relating to the sale of the Coiron's plantation among his records, except the proces verbal. In his ledger, he finds a charge of $20, for advertising; such an advertisement at this time in two papers would cost $200 or $300. Witness was then a subscriber of two papers, to wit: The Courier and Bee, at $100 a year; and at that time witness did not calculate on making anything on the advertisements. Witness will send copy of his proces verbal into Court. Witness examined the files of the Bee about that time, but finds no advertisement of the sale. Thinks at the time he was a subscriber to the Mercantile Advertiser, but he does not know who has the file of said paper now. Witness examined the files of the Argus and Louisiana Advertiser, but finds in them no advertisement. He has not yet examined L'Amides Lois. The cost of the advertisement in a paper to which he was not a subscriber, would have cost ten or twelve times the sum charged in his ledger, at the time the advertisement was published. Plaintiff offered the Sheriff's docket to show the entries in the case of J. J. Coiron, No. 10720. The plaintiff here closed his evidence.

H. C. Gildemeester, witness for defendants, sworn: Has been agent for Mr. and Mrs. Livingston, and received the amount of the proceeds of some of the slaves, sold by Mr. Nicolet, on which said Livingston had a mortgage. The statement in the release, now filed, marked "A," that he received the amount of Coiron is erroneous, he having received it of Nicolet. Defendants offered certificate, now filed, marked "B," also document "C," also 4 acts of mortgage, now filed, marked "D, E, F, G, H," also documents I, J, K, L, M, N, O, P.

WIDOW COIRON
v.
MILLANDON et als. } No. 23,083.

Testimony taken in open Court, 30th January, 1846, filed 30th January, 1846.

T. Bailly Blanchard, recalled on cross-examination: was employed as a clerk by Nicolet & Co., and is now testamentary executor of Theodore Nicolet, who was at the time of his death doing business under the style of T. Nicolet & Co.; has made diligent search among the papers belonging to said estate, and found a bundle relative to the syndicship of J. J. Coiron's creditors, and has not found the order of Court of 31st January, 1834; found among said papers the two advertisements or handbills, relative to the sale, which took place on March 6th, 1834; said handbills now filed, marked "A" and "B." Witness also found receipt of E. Johns & Co., now filed, marked "C," recollects that the item in said receipt C of 5th February, 1834, was charged for the printing of said handbills, 700 in number, amounting to $100 00, the whole bill was paid by witness in his capacity of clerk's of T. Nicolet & Co.; a large number of said handbills were posted up in different parts of the City, and a number were distributed in all the Parishes of the State, and a number were sent out of the State to Natchez, Mobile, and New York. Witness assisted in making up the bundles sent, they were published in both English and French, witness also found in the same bundle the receipt of J. B. Blache, auctioneer, now filed, marked "D." The receipt "D" contains a charge of $20 for advertising in two papers, but witness has only found the advertisement in one paper, viz.: the "Louisiana Courier," in French, on the 1st Feb'y, in French and English, on the 3d, 7th, 15th, 21st, 22d, 26th February, and 5th March, 1834; the files of newspapers witness looked into, besides the Courier, are those of Argus, Commercial Advertiser, Bee, and Commercial Bulletin.

Document "D."

Filed 30th January, 1846.

NEW ORLEANS, March 6th, 1834.

Mr. Theodore Nicolet, syndic of the creditors of Mr. J. J. Coiron.

To J. B. Blache, auctioneer, commission.

1 per cent. on $17,500, amount of the plantation Monsecours, ...	$175 00
Comm'on 1 per cent. on $25,900, amount of 36 slaves,	259 00
Comm'on 1 per cent. on $15,000 " " 46 slaves,	150 00
Do. 2½ per cent. on $1,505 on horses, cattle, &c.,	37 62
Coffee, home duty at $1 per head on 34 slaves, .	34 00
Do. do. $1 do. on 31 do. .	31 00

Coffee, home duty at 1 per cent. $1,000 on $17,500,	$17 00
Do. do. do. do. $1,505,	1 00
Advertising in two papers, French and English, 6 squares, 4 times, ...	20 00
	$724 62

(Original.)

R'd Payment,

(Signed) J. B. BLACHE.

Document No. 12.

Filed 27th January, 1846.

Sale at auction by J. B. Blache, of a Sugar Plantation.

Will be sold on the sixth day of March next, and on the following days, if necessary, at Public Auction at 12 o'clock, at Hewlett's Exchange, in pursuance of an order of the Honorable the First Judicial District Court of the State of Louisiana, dated the thirty-first January, eighteen hundred and thirty-four, at the request of Theodore Nicolet, syndic of the estate of Jn. Jh. Coiron, the plantation hereinafter described, also forty slaves, &c., &c., surrendered by said J. J. Coiron to his creditors.

1st. A splendid sugar plantation, named Monsecours, situated in the Parish of Plaquemines, together with forty slaves of both sexes, and of various ages, all creole or acclimated, among are to be found talented subjects.

2d. The cattle, working tools, and other movables on said plantation.

3d. 46 slaves of both sexes and of different ages, all acclimated and faithful subjects, and the object of a special sale.

Said Monsecours plantation is situated thirty-three miles below the City of New Orleans, on the left bank, at Pointe du Portage (Poverty Point), and about 40 arpents front to the river by forty arpents in depth, containing 1600 superficial arpents, 330 of which are planted with cane, and at least 200 arpents more are cleared and nearly fit for cultivation with some additional labor; the balance is wooded and prairie land; the prairie is fit for cultivation in several places, and is crossed by a Bayou, which falls in Oak River, and is well situated to raise a large quantity of cattle. There is on said plantation three large canals, which being kept in proper condition, are sufficient to drain a Cane Field of seven or eight hundred arpents.

Said plantation is bounded on the upper line by a wooded land, belonging to Eugene McCarty, and on the lower line by the Ste. Sophie Plantation, belonging to the heirs of D'Aquin; on the same there is a very fine brick sugar-house, with an excellent steam engine (high pressure), of sufficient power to feed two sets of kettles of the largest size; a corn mill attached to and set in motion by the engine; a brick purgery, with cisterns, containing nearly 300 hogsheads of

sugar;—sugar coolers, a dwelling-house, negro huts (an extensive hospital and garret thereto), a carriage-house, stables, coopers' shed, a blacksmith shop, &c.; the whole of which is in good order and condition and well deserving of public notice, both for the great fertility of the soil, which has been cultivated but for a few years as a sugar farm, as for the desirable location thereof—removed from the influence of frosts and with a certainty, or nearly always, of securing abundant crops.

N. B.—There is on the plantation a sufficient quantity of plant cane for the coming crop.

Terms and conditions of sale.

The land, together with all the improvements thereon and the forty slaves mentioned in article 1st, will be sold in block, at one, two, three, and four years' credit, for notes satisfactorily indorsed, bearing special mortgage with six per cent. interest per annum from the date of sale; which said interest shall be included on the face of said notes, and to be drawn to the satisfaction of the syndic.

The cattle, the working tools and others, the furniture, &c., &c., will be sold on a credit of six months for indorsed notes, satisfactorily indorsed for any sum of $100, or more, and cash for any amount under one hundred dollars.

Should the plantation, with the improvements thereon, with the 40 slaves mentioned in article 1st, should not be sold in block, then said land, with the improvements thereon, shall be immediately put up for sale separately, at one, two, and three years' credit, for notes satisfactorily indorsed with special mortgage; the 40 slaves will be also sold separately, by families, or one by one; payable, one-half on the 1st of March, 1835, and the other half on the first of March, 1836—for notes satisfactorily indorsed and special mortgage, bearing interest at six per cent. per annum; which said interest shall be included in said notes as hereinbefore stated.

The 46 slaves mentioned in the 3d article, will be sold in one lot, on the following terms and conditions, to wit: $1,800 cash; $600 payable on the 8th of August, 1834, and the balance on the 8th of February, 1835, for notes satisfactorily indorsed and secured by mortgage.

N. B.—The notes shall be made payable at the Louisiana State Bank, and acts of sale to be passed before G. Le Gardeur, Notary Public.

Description of the 40 slaves above-mentioned: 24 of whom are males, 10 females, 2 children, and four negro boys, fit for work and labor.

1. Sam, aged 27; good carpenter, good caulker, good sugar maker, and good wheelwright.

2. Joe Wallace, aged 27; excellent cooper, good carpenter, sugar maker, a faithful servant.

3. Samuel, aged 26; hostler, shoemaker, and coach driver.
4. Dick, aged 21 (Samuel's brother); good field hand and plough-boy.
5. James Affa, aged forty-six; sugar maker.
6. Levy (a mulatto), aged 19; good coach driver and good servant, pretty good mason.
7. John Hostler, aged twenty-six, good field hand, coach driver, and hostler.
8. Sawney, aged thirty-one years, engineer, house servant, and cook.
9. John Affa, aged nineteen, good field hand, plow-boy, cart driver, somewhat a cooper, and excellent coach driver.
10. Tonny, aged eighteen, John Affa's brother, a field hand, plow boy and cart driver.
11. Joe Arden, aged nineteen, a good field hand and cart driver.
12. Sandy, aged eighteen, good field hand and cart driver.
13. Saunders, aged nineteen, good field hand and cart driver.
14. Fed, aged twenty-six, good field hand and cart driver.
15. Jacob, aged twenty-seven, good field hand and cart driver.
16. Harry, aged forty-one, a faithful servant, good field hand, cart driver, and coach driver.
17. Edmund, aged nineteen, a very good servant, good field hand.
18. Ishmael, aged twenty-one, a good field hand.
19. Daniel, aged twenty-one, a good field hand.
20. James Court, aged 25, a good field hand.
21. Robertson, aged 17, a good field hand.
22. John Jack, aged 46, a good field hand.
23. Washington, aged 23, a good field hand, but a runaway.
24. Walker, aged 41, a good field hand.

Negro Women.

25. Thema, aged 31, a good cook, baker, and washerwoman.
26. Sally (a mulattress), aged 21, excellent seamstress, and good house servant.
27. Dora, aged 31, a field hand, washerwoman, cook, nurse, and good house servant.
28. Celina, aged 15, a good house servant.
29. Amy, aged 41, a field hand.
30. Eady, aged 29, a field hand.
31. Dinah, aged 46, a field hand.
32. Rachel, aged 19, a field hand.
33. Rinah, aged 41, a field hand.
34. Affa, aged 36, good nurse and hospital keeper, good seamstress and good mattress maker, with two male children, to wit:
35. Francis, aged 7, a creole mulatto boy.
36. Sabius, aged 4, a creole mulatto boy.

Negro Boys fit for labor.

37. Moses, aged 13, a good cart driver.
38. Little Peter, aged 12, a good cart driver.
39. Charles, aged 13, field hand.

Memorandum of the Cattle on Mon Secour's Plantation, and other articles, to be sold separately.

1. A lot composed of four horses (American), all acclimated, and in excellent condition and order, named Tom, Bull, Light Foot, and Castor Oil.
2. A lot to consist of four horses and one mule, to wit, Ben (a stud horse), Dolphin, Might, and Charley, Fanny (a mule).
3. A lot composed of six yoke of draught oxen, trained and in excellent order.
4. A lot to be composed of six and a half yoke of draught oxen, and of a bull half trained.
5. A lot composed four yoke of draught oxen.
6. A lot of six milk cows and six calves.
7. A lot composed of a lever kettle, with its apparatus complete; 2 boilers and 4 clarifiers, with copper pipes.
8. A lot of 2000 cypress clap-boards, half of which are prepared for use.
9. A lot composed of the furniture, to wit, a large mahogany table, two small tables, chairs, bedsteads, mattresses, and a few sheets and blankets.

Names and description of the forty-six slaves, the object of a special sale, and to be sold in block; 8 of whom are males; 16 females; 15 children, and 7 negro boys, fit for labor.

1. Peter, aged 33, driver, carpenter, plough boy, a faithful servant.
2. Smart, aged 24, a good engineer, good blacksmith, and good field hand.
3. Matt, aged 33, excellent and faithful servant, field hand.
4. Paul, aged 19, field hand, plough boy, cart driver.
5. July, aged 19, " " "
6. Simon, aged 16, " " "
7. Geo. Cuffee, 19, " " "
8. Pierrot, 46, " " "

Negro Women.

9. Esther, aged 26, field hand, cook, good baker, together with her four children, to wit:

10. Little John, aged 8 years.
11. Richard, " 6 "
12. Paris, " 3 "
13. Peggy, " 1 year.

} Creoles.

14. Milly, aged 23 years, a field hand, cook, and house servant, together with her two children, to wit:
15. Raphael, aged 3 years, a creole.
16. Marceline, aged 2 months, a creole.
17. Priscilla, aged 41, a field hand, together with her two children, to wit:
18. Sophy, aged 7 years.
19. Harriet, " 4 "

} Creoles.

20. Charlotte, aged 21, a field hand, with her child, to wit:
21. Mary Ann, aged 4 years, a creole also.
22. Bess, aged 29, a field hand, with two children, to wit:
23. Baptiste, aged 18 months.
24. Hilaire, " 2 "

} Both Creoles.

25. Rose, aged 21 years, a field hand, with a child, to wit:
26. Becca, 4 years old, a creole.
27. Old Elsey, aged 41, a field hand, with a child, to wit:
28. Jessy, aged 6 years, a creole mulatto.
29. Young Elsey, aged 19, a field hand, with a child, to wit:
30. Bob, aged 4 months, a creole.
31. Mary, aged 41, a field hand, with her child, to wit:
32. Little Lucy, aged 9 years.
33. Clarinda, a field hand, a cook for the field hands.
34. Judith, aged 21, a field hand.
35. Old Rachel, aged 61, a field hand.
36. Hetty, aged 16, "
37. Lisa, aged 16, a field hand and cook.
38. Jenny, aged 12, a cook and maid nurse.
39. Old Lucy, aged 61, a cripple.

Negro Boys.

40. William, aged 15, a first rate cart and coach driver.
41. Jackson, aged 15, a cart driver.
42. Edwin, " 15, "
43. Scipio, " 15, "
44. Adams, " 13, "
45. Coffee, " 15, " field hand.
46. Frank, " 13, affected with hernia.

Document No. 13.

Filed 27 January, 1846.

The sale of the insolvent estate of Mr. J. J. Coiron was advertised in the Louisiana Courier, in the year 1834, as follows:

February the 1st, in English.
3d, do., and in French.
7th, " "
10th, " "
15th, " "
17th, " "
21st, " "
22d, " "
24th, " "
26th, " "
March 3d, " "
5th, " "

Taken from the files of the Louisiana Courier, by Mr. Peter Devergés and by Mr. Gabriel Leaumont, my clerks. New Orleans, January the 24th, 1846.—Signed, J. B. Blache, Auctioneer.

State of Louisiana, Fifth District Court of New Orleans.

A true copies from the originals, now on file and on records in the suit of Widow J. J. Coiron v. Laurent Millandon et al. No. 23,083. Clerk's Office, 7th day of April, 1855.

[SEAL.] P. O. LABUTAT,
Deputy Clerk.

Note.

The original petition in the case of "Widow John Joseph Coiron *v.* Laurent Millandon, Alexander Lesseps et als.," from the District Court of New Orleans, Nov. 5th. District Court of New Orleans. No. 23,083 of the docket being this day brought into Court, the following indorsement appeared thereon, which is omitted from the copy in the transcript of the record of that cause, now on file in this case, and marked viz.:

"I accept service for Louis, Emelie, Felix, and Zeline Coiron; New Orleans, February, 1844. John Gedge, attorney."

Which is now copied and certified as true and correct, at request of complainants' attorney, and order of Court. Attest, this 10th April, 1855.

J. W. GURLEY,
Clerk.

DEFENDANTS' EVIDENCE, No. 7.

Document, Auctioneer proces verbal of Sale.

New Orleans, March the 6th, 1834. Sold at Hewlett's Coffee-House, by virtue of an order from the Honorable the District Court for the First Judicial District of Louisiana, bearing date the 31st of

January, 1834, and at the request of Mr. Theodore Nicolet, syndic of the creditors of John Joseph Coiron,

The plantation, slaves, cattle, implements of husbandry, and household furniture, surrendered by the said John Joseph Coiron to his creditors. Conditions of the sale: the acts of sale to be passed before Gustave Le Gardeur, Esq., Notary Public, at the expense of the purchasers, within eight days from this date, the person or persons occasioning a further delay to be responsible in damages; all the notes to be made payable at the Louisiana State Bank. The slaves to be at the peril and risk of the purchasers immediately after adjudication. The plantation known under the name of Monsecour, situated 33 miles below the City of New Orleans, on the left bank of the river at Poverty Point. It has about 40 arpents front on the river by 40 arpents deep, or 1600 superficial arpents, about 330 of which are planted with sugar-cane, and at least 200 are already cleared and susceptible of cultivation at a trifling expense; the remainder is wood and pasture, the last susceptible of cultivation in several places; is crossed by a bayou, which disembodies itself in the Oak River, and is well situated for the raising of cattle; there is also on said plantation three canals, which, if kept in good repair, will drain 700 or 800 arpents. It is bounded on the upper side by a woodland belonging to Mr. Eugene Macarty, and on the lower side by the plantation known under the name of Ste. Sophie, now belonging to the heirs of D'Aquin. There is on it a fine brick sugar house, a good high-pressure steam engine, of sufficient power to supply two sets of boilers of the largest size with cane-juice; a corn-mill adjoining said engine and propelled by it; a brick purgery with cisterns, containing near 300 hhds. of sugar; sugar cisterns; a dwelling-house; negro huts; a large hospital with extensive garret; coach-house; stables; coopers' and blacksmiths' shops, &c. &c. The whole is in good order, deserves public attention, not only on account of the fertility of the land which, has been but few years under cultivation, but on account of its situation, which preserves it in some respect from the frost, and promises abundant crops; there is on it a sufficient quantity of cane for the ensuing crops.

Terms: One, two, and three years' credit for approved indorsed notes, secured by special mortgage until final payment, bearing interest at the rate of six per centum per annum, said interest to be added to the amount of the notes.

To Mr. Alexander Lesseps for seventeen thousand five hundred dollars, $17,500.

Slaves.

No. 1. A negro man, named Sam, aged about twenty-seven years, a good house and ship carpenter, good caulker, good sugar maker, and good wheelwright, to Mr. Alexander Lesseps, for one thousand and sixty dollars, . . $1,060 00

No. 2. A negro man, named Joe Wallace, aged about 27 years, a good cooper, good carpenter, sugar maker, faithful, to Mr. Alexander Lesseps, for twelve hundred and ten dollars, . $1,210 00

No. 3. A negro man, named Samuel, aged about 26 years, a hostler, shoemaker, coachman, to Mr. Alex. Lesseps, for eleven hundred dollars, ... 1,100 00

No. 4. A negro man, named Dick, aged about 21 years, brother of Samuel, not produced at the sale, being sick, a good field hand and ploughman, to Mr. Alex. Lesseps, for six hundred and twenty dollars, ... 620 00

No. 5. A negro man, named James Affa, aged about 46 years, good sugar maker, to Mr. Alex. Lesseps, for five hundred and seventy-five dollars, ... 575 00

No. 6. A mulatto man, named Levy, aged about 19 years, good driver and good servant, bricklayer, to Messrs. Doyle & May, for eight hundred and seventy-five dollars, . . . 875 00

No. 7. A negro man, named John Hostler, aged about 26 years, driver, understands well keeping horses, good field hand, to Mr. A. Saillard, for one thousand and twenty-five dollars, . 1,025 00

No. 8. A negro man, named Jawny, aged about 31 years, somewhat of an engineer, servant and cook, to Mr. Alex. Lesseps, for seven hundred dollars, ... 700 00

No. 9. A negro man, named John Affa, aged about 19 years, good field hand, ploughman, ox-driver, somewhat of a cooper, good coachman, to Mr. Alex. Lesseps, for one thousand and twenty-five dollars, ... 1,025 00

No. 10. A negro man, named Jawny, aged about 18 years, field hand, ploughman and ox-driver, to Mr. Alex. Lesseps, for nine hundred and seventy-five dollars, ... 975 00

No. 11. A negro man, named Joe Arden, aged about 19 years, field hand, ploughman, ox-driver, to Mr. Alex. Lesseps, for twelve hundred and twenty-five dollars, ... 1,225 00

No. 12. A negro man, named Sandy, aged about 18 years, good field hand, ploughman, ox-driver, to Mr. Alex. Lesseps, for nine hundred and twenty-five dollars, ... 925 00

No. 13. A negro man, named Saunders, aged about 19 years, good field hand, ploughman and ox-driver, to Mr. Alex. Lesseps, for eight hundred and fifty dollars, ... 850.00

No. 14. A negro man, named Fed, aged about 26 years, good field hand, ploughman, and ox-driver, to Mr. Alex. Lesseps, for nine hundred and seventy-five dollars, ... 975 00

No. 15. A negro man, named Jacob, aged about 27 years, good field hand, ploughman, and ox-driver, to Mr. Alex. Lesseps, for one thousand and twenty-five dollars, . . . 1,025 00

No. 16. A negro man, named Harry, aged about 41 years, faithful servant, good field hand, ploughman, good coach and cart driver, to Mr. Alex. Lesseps, for four hundred and fifty dollars, ... 450 00

No. 17. A negro man, named Edmond, aged about 19 years, faithful servant, good field hand, to Mr. Alex. Lesseps, for one thousand dollars, 1,000 00

No. 18. A negro man, named Ismaël, aged about 46 years, good field hand, to Mr. Alex. Lesseps, for four hundred and twenty-five dollars, . 425 00

No. 19. A negro man, named Daniel, aged about 21 years, good field hand, to Mr. Alex. Lesseps, for one thousand dollars, . . . 1,000 00

No. 20. A negro man, named James Court, aged about 25 years, good field hand, to Mr. Alex. Lesseps, for nine hundred dollars, . . . 900 00

No. 22. A negro man, named John Jack, aged about 46 years, good field hand, to Mr. Alex. Lesseps, for two hundred and twenty-five dollars, . 225 00

No. 23. A negro man, named Washington, aged about 23 years, field hand, a runaway, to Mr. B. F. French, for five hundred and ten dollars, 510 00

No. 24. A negro man, named Walker, aged about 41 years, crippled, to Mr. A. A. Suarez, for seventy-five dollars, ... 75 00

No. 37. Moses, a negro boy, aged about thirteen years, good driver, to Mr. Alex. Lesseps, for seven hundred dollars, ... 700 00

No. 38. Little Peter, a negro boy, aged about 12 years, good driver, to Mr. Alex. Lesseps, for five hundred and thirty dollars, . . . 530 00

No. 25. A negro woman, named Hanna, aged about 31 years, good cook, washer, and baker, to Mr. Alex. Lesseps, for seven hundred and twenty-five dollars, ... 725 00

No. 26. A negro woman, named Sally, aged about 21 years, good seamstress and house servant (not produced at the sale, being sick), to Mr. Felix J. Forstall, for seven hundred and seventy-five dollars, ... $775 00

No. 27. A negro woman, named Dora, aged about 31 years, field hand, good washer, cook, sick-nurse, and house servant, to Mr. Alex. Lesseps, for five hundred and ninety dollars, . 590 00

No. 28. A negro woman, named Celina, aged about 15 years, good house servant, to Mr. Alex. Lesseps, for six hundred dollars, . . 600 00

No. 29. A negro woman, named Amy, aged about 41 years, a field hand, to Mr. Alex. Lesseps, for three hundred and eighty dollars, ... 380 00

No. 31. A negro woman, named Dinah, aged about 46 years, a field hand, to Mr. Alex. Lesseps, for five hundred dollars, ... 500 00

No. 32. A negro woman, named Rachel, aged about 19 years, a field hand, to Mr. Alex. Lesseps, for nine hundred and fifty dollars, . . 950 00

No. 33. A negro woman, named Rinah, aged about 41 years, a field hand, to Mr. Alex. Lesseps, for five hundred dollars, ... 500 00

No. 34, 35, and 36. A negro woman, named Affa, aged about 36 years, good sick nurse and hospital keeper, seamstress, mattress-maker, with her two children, Francis, a mulatto, aged 7 years, and Sabius, a negro, aged 4 years, to Mr. Alex. Lesseps, for nine hundred dollars, 900 00

The above-named slaves are creoles or acclimated, and are sold on the following terms, viz.: one-half on the 1st of March, 1835, and one-half on the 1st of March, 1836, for approved indorsed notes, secured by special mortgage until final payment, and bearing interest at the rate of 6 per cent. per annum, said interest to be added to the amount of the notes.

Slaves.

The slaves hereafter named and described were sold apart and in block on the following terms, viz., $1,800 payable cash, $600 on the 8th of August, 1834, and the balance on the 8th of February, 1835, for approved indorsed notes, secured by special mortgage until final payment.

No. 1. Peter, aged about 33 years, negro driver, carpenter, plowman, faithful.

No. 2. Smart, aged about 24 years, good engineer, blacksmith, and field hand.

No. 3. Nath, aged about 33 years, good field hand, understands well farming.

No. 4. Paul, aged about 19 years, field hand, ploughman, and ox driver.

No. 5. July, aged about 19 years, field hand, ploughman, and ox driver.

No. 6. Simon, aged about 16 years, field hand, ploughman, and ox driver.

No. 7. George Coffee, about 19 years, field hand, ploughman, and ox driver.

No. 8. Parrot, about 46 years, field hand, ploughman, and ox driver.

Nos. 9, 10, 11, 12, 13. A negro woman, named Esther, aged about 26 years, field hand, good cook, baker, with her four children, viz.: Little John, aged 8 years; Richard, aged 6 years; Paris, aged 3 years; and Peggy, aged one year.

Nos. 14, 15, 16. A negro woman, named Milly, aged about 23 years, field hand, cook, house servant, with her two children, viz.: Raphael, aged 3 years, and Marceline, aged 2 months.

Nos. 17, 18, 19. A negro woman, named Priscilla, aged about 41 years, a field hand, with her two children, viz.: Sophie, aged 7 years, and Harriet, aged 4 years.

Nos. 20, 21. A negro woman, named Charlotte, aged about 21 years, a field hand, with one child, named Mary Ann, aged 4 years.

Nos. 22, 23, 24. A negro woman, named Bess or Bets, aged about 29 years, a field hand, with her two children, viz.: Baptiste, aged 18 months, and Hilaire, aged 2 months.

Nos. 25, 26. A negro woman, named Rose, aged about 21 years, a field hand, with one child, named Becca, aged 4 years.

Nos. 27, 28. A negro woman, named Old Elsy, aged about 41 years, a field hand, with one child, named Jessy, mulatto, aged about 6 years.

Nos. 29, 30. A negro woman, named Young Elsey, aged about 19 years, a field hand, with one boy, named Bob, aged 4 months.

Nos. 31, 32. A negro woman, named Mary, aged about 41 years, a field hand, with one child, named Little Levy, aged nine years.

No. 33. A negro woman, named Claranda, aged about 41 years, a field hand, and cook for the laboring hands.

No. 34. A negro woman, named Judith, aged about 21 years, a field hand.

No. 35. A negro woman, named Old Rachel, aged about 61 years, a field hand.

No. 36. A negro woman, named Kitty, aged about 16 years, a field hand.

No. 37. A negro woman, named Lisa, aged about 16 years, a field hand.

No. 38. A negro woman, named Jenny, aged about 12 years, a field hand and children's nurse.

No. 39. A negro woman, named Old Lucy, aged about 61 years, infirm (not produced at the sale).

No. 40. William, negro, aged about 15 years, good cart driver and coachman (having a scar on the left hand).

No. 41. A negro boy, named Jackson, aged 15 years, cart driver.

No. 42. A negro boy, named Edwin, aged 15 years, cart driver.

No. 43. A negro boy, named Scipio, aged 15 years, cart driver.

No. 44. A negro boy, named Adams, aged 13 years, cart driver.

No. 45. A negro boy, named Caffa, aged 15 years, cart driver.

No. 46. A negro boy, named Frank, aged 13 years, having a rupture.

To Mr. Laurent Millandon for fifteen thousand dollars, $15,000.

Horses, Cattle, Household Furniture, &c. &c.

No. 1. Four American horses, acclimated and in the best order, viz.: Tom, Bull, Lightfoot, Castor Oil, to Mr. Alex. Lesseps, for two hundred and twenty-five dollars, ...	$225 00
No. 2. Four horses, viz.: Ben (stallion), Delphin, Might, Charley, to Mr. Alex. Lesseps, for one hundred dollars, ...	100 00
No. 3. Six yokes of working oxen, well broke, and in fine order, to Mr. Alex. Lesseps, for two hundred dollars, ...	200 00
No. 4. Six yokes and a-half of working oxen and one bull, half broke, to Mr. Alexander Lesseps, for two hundred dollars, ...	200 00
No. 5. Four yokes of working oxen, well broke, to Mr. Alexander Lesseps, for one hundred and seventy dollars, ...	170 00
No. 6. Five milk cows and six calves, to Mr. Alexander Lesseps, for one hundred dollars, . . .	100 00
No. 7. One Bazenle pan, with its apparatus complete, two boilers and four clarifiers with copper pipes, to Mr. Alexander Lesseps, for three hundred and seventy-five dollars, . . .	375 00
No. 8. About 2,000 cypress lathes, the half of which are already shaved, to Mr. Alexander Lesseps, for fifteen dollars, ...	15 00
No. 9. One large mahogany table, small tables, chairs, bedsteads, mattresses, bed-sheets and blankets, to Mr. John M. Bach, for one hundred and twenty dollars, ...	120 00

The above were sold on the following terms, viz.: for all sums

below $100 cash, and above $100, 6 months' credit for approved indorsed paper.

N. B. The tools and implements of husbandry were sold together with the plantation, the buildings and improvements thereon. E. E. New Orleans, March the 7th, 1834. (Signed) J. B. Blache, Auctioneer.

I, Philippe Lacoste, a Notary Public, in and for this City and Parish of Orleans, duly commissioned and sworn, residing in said city, do hereby certify, that the foregoing is a faithful copy of a proces verbal of a sale made by J. B. Blache, late a public auctioneer in this city, which proces verbal of sale is annexed to an act passed before Gustave Le Gardeur, my predecessor, late a notary public in this city, on the twenty-second day of March, eighteen hundred and thirty-four, purporting to be a sale of a plantation, slaves and movables, effects, by Theodore Nicolet, syndic of the creditors of John Joseph Coiron, to Mr. Alexander Lesseps. In faith whereof I grant these presents under my signature, and the impress of my seal of office, at New Orleans, on the fourth day of February, eighteen hundred and fifty-four.

PH. LACOSTE, [L. S.]
Notary Public.

DEFENDANTS' EVIDENCE. No. 8.

Sale from Alexander Lesseps to Auguste Lesseps, 14th April, 1849.

United States of America, State of Louisiana.

Be it known, that on this fourteenth day of the month of April, in the year of our Lord one thousand eight hundred and forty-nine, and of the Independence of the United States of America the seventy-third, before me, Theodore Guyol, a Notary Public, duly commissioned and sworn, for the Parish and City of New Orleans, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned: Personally appeared Alexander Lesseps, residing in this parish, who declared that he does by these presents grant, bargain, sell, assign, convey, transfer and deliver in the full guarantee, unto Auguste Lesseps, residing in the Parish of Plaquemines in this State, present, accepting, and acknowledging delivery and possession thereof, and purchasing for himself, his heirs and assigns,

First.

The undivided third part of a certain tract of land established as a sugar plantation, and known by the name and designation of Monsecour, situate in the Parish of Plaquemines aforesaid, at the place commonly called "Poverty Point," on the left bank of the River Mississippi, and about thirty miles below the City of New Orleans, measuring thirty-nine arpents twenty-five toises front on said river,

by forty arpents in depth, all more or less, bounded on the upper line by lands formerly belonging to Eulalie Mandeville, and now to Juan Rivers, and on the lower line by the tract of land secondly described.

Second.

Second. The undivided third part of another tract of land or plantation adjoining the one above described, situate in the same parish, and known and designated by the name of "Ste. Sophie," measuring forty-five arpents front on the left bank of the River Mississippi, by forty arpents in depth, more or less, and bounded on the lower line by the lands of V. Macarty.

Third.

The undivided third part of all the buildings and improvements, sugar machinery, engines, horses, mules, oxen, stock, farming utensils and implements of husbandry, carts, wagons, and generally everything on the said two plantations, necessary for their cultivation

And Fourth.

The undivided third part of the following named slaves for life, attached to and employed on the said two plantations, to wit:

Anthony, aged about thirty-five years.
Peter, aged about fifty years.
Joe Wallace, aged about forty-five years.
Sam (carpenter), aged about forty years.
Ben (blacksmith), aged about thirty-five years.
Smart, aged about thirty-six years.
Samuel, aged about forty years.
Aoel, aged about thirty-five years.
Joe Arden, aged about thirty-four years.
Paul, aged about thirty-six years.
John Affa, aged about thirty-eight years.
Saunders, aged about thirty years.
Harry, aged about forty years.
Jim Court, aged about thirty-five years.
Isaac, aged about forty years.
Jacob, aged about forty years.
Sawney, aged about forty-two years.
Dick, aged about thirty-seven years.
Jony, aged about thirty-four years.
July, aged about thirty years.
Jackson, about twenty-eight years.
Sam Porter, aged about thirty-six years.
Ben King, aged about thirty years.
Simon, aged about twenty-eight years.

Williams, aged about twenty-six years.
Mossys, aged about twenty-eight years.
Edwards, aged about twenty-six years.
Scipio, aged about twenty-four years.
Frank, aged about twenty-two years.
Little John, aged about twenty years.
Adams, aged about twenty years.
Martin, aged about thirty years.
Little Peter, aged about twenty-four years.
Francis, aged about twenty-two years.
Jerry, aged about twenty years.
Richard, aged about eighteen years.
Aaron, aged thirty-six years.
Hector, aged forty-five years.
Natt, aged forty-four years.
Azar, aged forty-six years.
Francis, aged forty-two years.
John Jack, aged about sixty years.

Women.

Nancy, aged thirty-five years.
Fanny, aged thirty-two years.
Dora, aged about forty years.
Emily, aged thirty-six years.
Eliza, aged thirty years.
Catharine, aged thirty-four years.
Iris, aged thirty-two years.
Affa, aged about forty-eight years.
Etty, aged about thirty-four years.
Elsey (young), aged about twenty-six years.
Elizabeth, aged about thirty years.
Charlotte, aged about thirty years.
Young Rachel, aged about twenty years.
Rose, aged about twenty-six years.
Judith, aged about twenty years.
Gime, aged about twenty-two years.
Lucy, aged about eighteen years, and her child, a boy.
Sophie, aged about sixteen years, and her female child.
Becky, aged eighteen years, and her child, a boy.
Justine, aged twenty years.
Peggy, aged eighteen years, and her child, a boy.
Harriet, aged sixteen years.
Hagar, aged fourteen years.
Magdaline, aged eighteen years.
Winney, aged eighteen years.
Old Emma, aged about sixty years.
Ryna, aged about fifty years.

Old Elsey, aged about sixty years.
Jema, aged forty-five years.
Percilla, aged about fifty-six years.
Old Rachel, aged about sixty years.
Clarinda, aged fifty-six years.

Boys.

Sabius, aged sixteen years.
Baptist, aged fourteen years.
Lilaius, aged fourteen years.
Bob, aged fifteen years.
Gustave, aged fifteen years.
Andre, aged about fourteen years.
Bastien, aged about sixteen years.
Julien, aged fifteen years.
Cesar, aged thirteen years.
Etienne, aged eleven years.
Louis, aged about ten years.
Oscar, aged twelve years.
Young Tony, aged about ten years.
Morris, aged about ten years.

Girls.

Marceline, aged about twelve years.
Rosette, aged about fourteen years.
Sally, aged twelve years.
Sarah, aged ten years.
Chloe, aged ten years.
Mariame, aged nine years.
Susanna, aged eight years.
Young Emma, aged about ten years.
Margueritte, aged nine years.
Sucka, aged ten years.
Kitty, aged ten years.
Leah, aged seven years.
Dinah, aged about six years.
Fanny, aged six years.
Cecile, aged four years.
And Thereze, aged about six years.

All which slaves with the exception of Francois and Jerry, are negroes, the other two being mulattoes.

The said Monsecours Plantation, and part of the said slaves, were purchased by the said Lesseps from Theodore Nicolet, syndic of the creditors of Jean Joseph Coiron, by an act passed before Gustave Le Gardeur, late a Notary Public, in this city, on the twenty-second

day of March, eighteen hundred and thirty-four, and part of the remaining slaves were purchased by Laurent Millandon from the said syndic, by an act passed before the same Notary, on the same day.

And by an act passed before the same Notary, on the ninth day of June of the same year, the said Lesseps and Millandon became joint owners of the land and slaves they had purchased as aforesaid, by reciprocally selling to each other an undivided half interest therein.

The plantation Ste. Sophie was adjudicated to the said Laurent Millandon and Alexander Lesseps, on the second day of April, eighteen hundred and thirty-eight, by the Honorable Gilbert Leonard, Judge of the Parish of Plaquemines, and an act therefor was executed the same day by the said Judge.

And by an act passed before Louis T. Caire, a Notary Public in this city, on the twenty-sixth day of June, eighteen hundred and thirty-nine, the said Millandon conveyed all his right, title and interest, in the said joint property and slaves, to the said Alexander Lesseps, who thereby became the sole owner thereof.

To have and to hold the said undivided third part of the said described property and slaves, unto the said purchaser, his heirs and assigns forever.

And the said vendor does hereby promise, that he and his heirs, shall and will warrant and forever defend, the said undivided interest in said plantation and slaves, herein conveyed, against all legal claims and demands whatsoever.

The said vendor moreover transfers unto the said purchaser, all the rights and actions of warranty to which he himself is or may be entitled against all the former owners, and proprietors of said plantations and slaves, subrogating the said purchaser to the said rights and actions, to be by him enjoyed and exercised in the same manner as they might have been by the said vendor himself.

This sale is made and accepted, for and in consideration of the price and sum of sixty-one thousand dollars ($61,000), for which amount the said purchaser has furnished fourteen several promissory notes, all by him subscribed to the order of said vendor, under date of this day, bearing interest at the rate of eight per cent. per annum, from maturity until paid, and made payable at the Bank of Louisiana, in this city, in the manner following, viz.:

Two for the sum of five thousand dollars each, made payable on the thirtieth day of July, eighteen hundred and forty-nine, and amounting together to ten thousand dollars, ...	$10,000
Seven for the sum of two thousand dollars each, made payable on the thirtieth day of April, eighteen hundred and fifty, and amounting together to fourteen thousand dollars, ...	14,000
Two for the sum of six thousand five hundred dollars,	

made payable on the thirtieth day of April, eighteen hundred and fifty-one, and amounting together to thirteen thousand dollars, . . .	$13,000
One for the sum of eight thousand dollars, made payable on the thirtieth day of April, eighteen hundred and fifty-three, ...	8,000
One for the sum of eight thousand dollars, made payable on the thirtieth day of April, eighteen hundred and fifty-four, ...	8,000
And one for the sum of eight thousand dollars, made payable on the thirtieth day of April, eighteen hundred and fifty-five, ...	8,000
Total amount of this sale, ...	$61,000

All which said notes, after countersigned and paraphed "Ne varieteur" by me, said Notary, to identify them with this act, were delivered to the said vendor, who acknowledges the receipt thereof.

And in order to secure the full and punctual payment of said notes at maturity, together with all eventual interest thereon, the said purchaser does hereby mortgage, affect, and specially hypothecate the said undivided third part herein conveyed, of the said plantation and slaves, in favor of said vendor, with promise not to sell, alienate, or incumber the same to the prejudice of this act.

And the said Alexander Lesseps declared, that there is no mortgage in his name, and recorded against the said plantations and slaves, other than the one he granted by an act passed in this office on the nineteenth January, 1848, in favor of Schmidt & Co. to secure forty-one thousand eight hundred dollars, which mortgage the said vendor binds himself to have cancelled at maturity of the notes, to secure the payment of which the said mortgage was granted, all of which is accepted by the said purchaser, who hereby dispenses with the production of any certificate from the Recorder of Mortgages for the said Parish of Plaquemines to be annexed to this act as required by law, and exonerates the undersigned Notary from any and all liability, with regard thereto.

And now to these presents, personally came and appeared Madam Mariette Treme, of full age, wife of said vendor, who, after having taken cognizance of the foregoing act, which I, the said Notary, carefully read and explained to her, declared and said, that she approves and ratifies the same, and further that it is her wish and intention to release in favor of the said purchaser, the property herein conveyed from the matrimonial, dotal, paraphernal and other rights, and from any claims, mortgages, or privileges, to which she may be entitled, whether by virtue of her marriage with the said Alexander Lesseps or otherwise.

Whereupon I, the said Notary, did inform the said lady, apart and out of the presence and hearing of her said husband, that she

had by law a legal mortgage on the property of her said husband, first, for the restitution of her dowry, and the reinvestment of the dotal property sold by her husband, and which she brought in marriage, reckoning from the celebration of the marriage. Secondly, for the restitution and reinvestment of the dotal property by her acquired, since marriage, whether by succession or donation, from the day the succession was opened, or the donation perfected. Thirdly, for nuptial presents. Fourthly, for debts by her contracted with her said husband; and Fifthly, for the amount of her paraphernal property alienated by her, and received by her said husband, or otherwise disposed of for the individual interest of her said husband. That in making her intended renunciation she would deprive herself irrevocably and forever, of all rights of reclamation against the property herein conveyed, whether under mortgage, privilege, or otherwise.

And the same lady did thereupon declare unto me, Notary, that she was fully aware of, and acquainted with the nature and extent of the matrimonial, dotal, paraphernal, and other rights and privileges, thus secured to her by law, on the property of her said husband, and that she nevertheless did persist in her intention of renouncing, not only all the rights, claims, and privileges herein, before enumerated and described, but all others of any nature or kind whatever, to which she may be entitled, by any laws now or heretofore in force in the State of Louisiana.

And the said Alexander Lesseps being now present, aiding and authorizing the said Mrs. Manette Treme in the execution of these presents, she, the said lady, did again declare that she did and does hereby make a formal renunciation and relinquishment of all her said matrimonial, dotal, paraphernal, and other rights, claims and privileges, in favor of the said purchaser, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Done and passed at New Orleans, in my office, the day, month, and year aforesaid, in the presence of Edwin Rareshide and Paul Abat, witnesses, who have signed with the appearers and me, Notary, after reading the whole. "Original Signed." Ate. Lesseps, A. Lesseps, Treme Lesseps, E. Rareshide, P. Abat.

(Signed) THEO. GUYOL,
Not. Pub.

I certify the foregoing to be a true copy of the original, extant in my office, of the Records of Theodore Guyol, a Notary Public, one of my predecessors. Given under my hand and seal of office, at the City of New Orleans, the ninth day of April, A. D. eighteen hundred and fifty-five.

ED. GUYOL, [SEAL.]
Notary Public, successor of Theodore Guyol, Notary Public.

Admissions. Evidence, No. 9.

Filed 9th April, 1855.

PIERRE F. COIRON et al.
v.
ALEXANDER LESSEPS et al. } No. 2091.

United States Circuit Court.—In Chancery.

It is admitted between the parties, that Alexander Lesseps failed and made a surrender of his property to his creditors, on the 13th February, 1852, which was duly accepted, and that Edward Shiff is the duly appointed syndic of the creditors of said Alexander. That Auguste Lesseps failed and made a surrender of property to his creditors on the 15th March, 1852, which was duly accepted, and Laurent Millandon is the duly appointed syndic of the creditors of said Auguste. H. D. Ogden, Solicitor for complainants; Benjamin, Bradford and Finny, Solicitors for L. Millandon, and for syndic of Aug. Lesseps; G. Le Gardeur, for self; and A. R. Joseph, Solicitors for E. Shiff, syndic of Alexander Lesseps.

Opinion delivered by Hon. T. H. McCaleb, District Judge, 30th April, 1855.

United States Circuit Court.

PIERRE F. COIRON et als.
v.
ALEXANDER LESSEPS et als.

This is a suit in equity. The complainants are citizens of the State of Mississippi, and allege in their bill that they are the heirs of John Joseph Coiron, who was a citizen of this State, and died here intestate; that when he died, he was in the actual and legal possession of a large estate, consisting of a plantation in the Parish of Plaquemines, on the left bank of the Mississippi River, having a front thereon of thirty-nine arpents, twenty-five toises, with a depth of forty arpents, known as "Monsecour," about ten leagues below the City of New Orleans, bounded on the lower side by the St. Sophie plantation, and on the upper by lands of Eugene Macarty, with large and extensive improvements, servitudes, and privileges thereon, and attached thereto; and also about ninety slaves, twenty horses and mules, valuable implements of husbandry and plantation conveniences, household and kitchen furniture, cattle and other animals, of value of one hundred and fifty thousand dollars and upwards. They further represent, that all the children of the said John Joseph Coiron, at his death, were below the age of twenty-one, and that they (the complainants) were under the age of eight years, the eldest of the two being now under twenty-six; and that, although this was the fact, the succession of their father was opened in the Probate Court of

Plaquemines, and his property certified to the same in a legal inventory shortly after his death.

The complainants further represent, that shortly after these proceedings, the family of the said John Joseph Coiron was dispossessed of their inheritance by one Theodore Nicolet, who is now dead, and who has no heir or representative within the jurisdiction of this Court; that said Nicolet, in the latter part of the year 1833, and during the minority of the children of John Joseph Coiron, entered upon the plantation, took charge of the slaves and movables thereon, and gathered the crops, and derived all the profits from the estate during that year and the early part of 1834. And in the spring of that year, with the exception of one or two slaves whom he sold, and some few articles of small value, delivered them over to Alexander Lesseps and Laurent Millandon, who, either jointly or the one under the other, has retained the said property until now, receiving the rents and profits, and deriving large sums of money therefrom.

The other important allegations of the bill will be noticed in the course of my examination of the merits of the case.

On the 17th of July, 1833, Coiron, the father of the complainants, made a surrender of his property in the Court of the First Judicial District. The Judge made the usual order on the application, accepting the cession, directed a meeting of the creditors to be convened, and appointed an attorney to represent the absent creditors. Theodore Nicolet was appointed syndic of the creditors, and the property was afterwards sold, and the proceeds distributed under a tableau of distribution, which, after due notice, was homologated. Coiron, as we have already seen, died on the first of September, 1833, leaving a widow and four children. His succession was opened in the Parish of Plaquemines, where he had his domicil, and the plantation and slaves, which are the subject of the present suit, were inventoried as belonging to his succession. The proceedings under the *cessio bonorum* were pending at the death of Coiron, and the main questions at issue in the present controversy have grown out of the asserted irregularity of those proceedings. The respondents maintain that they were regular and legal, and that they have thereby acquired a valid title to the property in question as purchasers thereof for a valuable consideration. They furthermore specially deny that in acquiring the property they were guilty of any fraud or unlawful combination with the syndic of the creditors of the insolvent.

The cession or surrender of property, under the law of Louisiana, is the relinquishment that a debtor makes of all his property to his creditors, when he finds himself unable to pay his debts. The surrender is either voluntary or forced. It is voluntary when made at the desire of the debtor himself, and forced when ordered at the instance of his creditors. The voluntary surrender is a benefit which the law grants to the honest but unfortunate debtor, by which he is permitted to secure the liberty of his person, by surrendering, in a

judicial manner, all his property to his creditors, any stipulation to the contrary notwithstanding. The surrender does not give the property to the creditors; it only gives them the right of selling it for their benefit, or receiving the income of it till sold. As the debtor preserves his ownership of the property surrendered, he may divest the creditors of their possession of the same, at any time before they have sold it, by paying the amount of his debts, with the expenses attending the cession. Any surplus that may be in the hands of the creditors, or their syndics, or other agents, after paying the debts and expenses, must be paid over to the debtor. The property surrendered forms a part of the succession of the debtor, if he should die before the sale; but the creditors are entitled to the possession, and to sell in the same manner as they were before the death of the debtor. (C. C., 2166 to 2176.) Act of 29th March, 1826, sec. II.

The statement of the debts and credits of Coiron, as appears by his bilan introduced in evidence, would lead to the conclusion that he was utterly and hopelessly insolvent. During his life, no offer was made to take back his property upon paying the amount of his debts and the expenses incurred; and although he died before the sale of the property by the syndic, and the property itself was inventoried as belonging to his succession, the rights of the creditors, under the surrender, to proceed and sell through the agency of their syndic, were not thereby impaired. The cases in which a residue remains in the hands of the syndic to be paid to the insolvent are extremely rare; for the insolvent is he who has not wherewith to pay his creditors. He has, however, a contingent interest; and as to it, the syndic represents him. Indeed, when there is no residue, he had an interest that the estate should be legally disposed of, in order to lessen as much as possible the balance remaining due to his creditors after the distribution of the proceeds of the estate surrendered. This interest is not a real one, or any part of the property ceded. (1 Ral. 386.) In the case of Arcenaux *v.* His Creditors (6 La. 9), the Supreme Court of this State held that the insolvent had certainly a claim for any part of his estate, or of the produce thereof, in the hands of the syndics, or which ought to be there, after his creditors are satisfied; and this is all he may claim in regard to the surrendered estate. See also 9 Rob. 223. Such being the limitation placed upon the rights of an insolvent by the well-settled principles of our jurisprudence, it is difficult to perceive what higher rights can belong to the present complainants as children of John Joseph Coiron. If we admit for a moment that the irregularities in the proceedings of the creditors before the notary, and the subsequent sale of the property, were patent upon the record, and indisputably established, it does not follow that the surrender of property, made by their father, was a nullity as to them; that the creditors have lost all control over the property, and that they (the complainants) have become the absolute owners thereof. The illegalities relating to a want of notice

to creditors, might, in my judgment, have been good grounds of complaint among the creditors from whom the notice was withheld. If a syndic was appointed without a proper representation of creditors, and the creditors not represented failed to assert their rights by an opposition, or tacitly acquiesced in the appointment, it was to all intents and purposes a legal appointment; and it is not easy to perceive how the equitable claims of these complainants can be established by showing that other parties have been indifferent to or neglectful of their own interests.

Many of the questions put at issue by the pleadings have already received the consideration of the Supreme Court of this State in the case instituted by the mother of these complainants against one of the defendants (Coiron *v.* Millandon, 3 Annual, 664). It was also urged in that case on behalf of the plaintiff, that the whole proceedings were null, in consequence of the creditors not having been cited. "On this point," says Mr. Chief Justice Eustis, "there is no evidence adduced. There were two regular meetings of creditors held under orders of Court, who advised the sale, and fixed the terms thereof. In a question concerning the validity of the discharge of the insolvent, this inquiry might be material, under the authority of the case of Breedlove and Robeson *v.* Nicolet, 7 Peters, 434. But in relation to the sale of the insolvent's estate, we think the meetings of the creditors and the homologation of the tableau are sufficient."

The bill in this case alleges, "that in the absence of all orders and authorities of Nicolet to make any sale of the effects of the succession, the property must now be taken as a part of the same." In the case just cited from 3 Annual, it was contended that there was no sale of the property surrendered, that the whole proceedings were null and void, in consequence of an absence of those requisites which were necessary to give them validity. The most material defect, and that most relied on in argument, according to the opinion of the Chief Justice, was the want of any order of Court authorizing the sale. The property was ceded by the insolvent for the purpose of being sold to pay his debts, and the creditors had fixed upon the terms and conditions of the sale. The D'Aquins, who were mortgage creditors, opposed the sale as recommended by the creditors, and required the property subject to their mortgage to be sold separately. Their opposition was filed in February, 1834, and was overruled in March, 1835—the sale having in the meantime taken place, to wit: on the 6th March, 1834. It appears that an application to the Court was made on the day of sale, for authority to sell according to the terms dictated by the creditors before the notary, and an order was made by the Judge to that effect, but on signing it and handing it to the clerk, he was apprised of the opposition of the D'Aquins having been filed. The order was erased, and a memorandum made of the erasure and its cause was signed by the Judge at the time. On a hearing, the opposition was dismissed, notwithstanding the sale had been made—the Judge considering the matter before him as on the opposition, unaffected by the fact of the

sale, which was not before him. In this state of things, the Judge, on the 25th of November, 1837, acted on the tableau of distribution presented by the executor of the syndic, overruled the opposition of creditors claiming a privilege, homologated the tableau, and ordered the executor of the syndic to pay over the moneys of the estate in accordance therewith. "It thus appears," says the Supreme Court of this State, after reviewing these facts as disclosed by the record, "that this judgment homologating the tableau was deliberately rendered in the presence of the fact of the want of any order of Court authorizing the sale—and however irregular the proceedings may have been, there does not appear to us to have been any fraud in the sale, or collusion between the syndic and the purchasers. It appears to have been conducted fairly, and more than usual publicity was given to it by way of advertisements." And again, the Court says in closing its opinion upon the whole subject, "in a case of collusion between the syndic and a purchaser, when a fraud has been practised upon creditors, we have no doubt of the remedy of the latter individually, but in this case, the evidence establishes neither."

It will be seen that the syndic was dead before the tableau of distribution was made out and presented to the Court, and the duty of preparing it and asking for its final homologation was performed by his executor. But it is well settled, that the light in which a tableau of distribution of an insolvent's effects is viewed under our system renders the syndic a mere nominal party, except so far as his claims for commissions, &c., are concerned. The creditors, *inter se*, are the real parties litigant (4 La. 174, 3 Annual, 666).

If I entertained any doubt upon the principles of equity and law, which should govern my judgment in deciding upon the merits of this controversy, I should without hesitation follow the rules laid down by the Supreme Tribunal of the State, in giving its opinion upon questions of local law. If there be any virtue in the rule *stare decisés*, when applied to the tenure by which property is held within the limits of a State of this Union, then it is utterly impossible for the Federal Courts sitting within such State, to assert different principles from those which its own Court, in the last resort, has established. So closely have the Supreme Court of the United States adhered to this doctrine, that they have changed their opinions, in order to conform to the last judgment rendered by the Supreme Court of a State upon a question of local law. It is the only rule that can secure uniformity in the construction of State legislation, and no other can be adopted with safety to the rights of property. I therefore conclude that the opinion of the Supreme Court of Louisiana upon the points which have been urged in argument in this case, is obligatory upon this tribunal.

It was indeed contended that the heirs of Coiron were not parties to the suit, which the judgment of the Supreme Court relied on, was rendered. This is undoubtedly true, but when we consider the questions which were clearly and distinctly decided, it will be found that

they are fully conclusive upon the merits of the present controversy. For if the property was legally sold, if there was no fraud or collusion between the syndic and the purchasers, then the latter have acquired a title in good faith, and neither the creditors nor the heirs of the insolvent have a right to disturb them. If there was no fraud or collusion as to the creditors, how does it appear that there was fraud and collusion as to the heirs? The complainants, as the representatives of their father, could only be entitled to the residue, which might have been left in the hands of the syndic after the creditors were satisfied. So far from there being any such residue, it is shown that a large balance is still due to the privileged creditors. It is easy to speculate upon the probable value of the property surrendered by the insolvent, and to adduce plausible reasons why it should have been disposed of for a price far beyond that which was actually realized. But such considerations should have but little weight with a Court of Equity after the lapse of so many years. We cannot transport ourselves back to the particular period when the sale was made, and fully appreciate all the difficulties under which it was effected; and it would be strange indeed, if this Court should pronounce null and void upon the ground of fraud, a transfer of property, which the Supreme Tribunal of this State, acting upon the very evidence now before us, have declared "was conducted fairly, and that more than usual publicity was given to it by way of advertisements."

I am therefore satisfied that there is no equity in the complainants' bill, and that it must be dismissed with costs.

Final Decree Judgment. Docket. April Term, 1855.

New Orleans, Monday, 30th April, A. D. 1855.

Court met pursuant to adjournment. Absent: Honorable J. A. Campbell, Presiding Judge. Present: Honorable F. H. McCaleb, District Judge.

Pierre F. Coiron et al.
v.
Alexander Lesseps et al.

This cause came on to be heard at the last term upon pleadings, exhibits, and proofs, and was argued by counsel: On consideration whereof, it is now ordered and adjudged, that Complainants' bill be dismissed with costs.

Decree rendered 30th April, 1855. Signed 14th May, 1855.

THEO. H. McCALEB,
U. S. Judge.

Petition for Appeal. Filed 19*th May*, 1855.

To the Honorable the Judge of the Circuit Court of the United States, for the Fifth Circuit, holding sessions in and for the Eastern District of Louisiana.

The Petition of Pierre Felix Coiron and Marie Josephine P. Coiron, a minor, and suing by her next friend Pierre Felix Coiron, respectfully shows, that in a suit depending in your honorable Court, wherein the said Pierre Felix Coiron and Marie Josephine P. Coiron, a minor, and who sues by her next friend Pierre Felix Coiron, are complainants, and Alexander Lesseps and Edward Shiff, the syndic of the creditors of said Alexander Lesseps and Laurent Millandon, Louis Joseph Coiron, Marie Emilie Coiron, Genevieve Coiron, and Auguste Lesseps and Laurent Millandon, as syndic of the creditors of said Auguste Lesseps, are defendants, judgment was rendered against your complainants on the 14th day of May, 1855. And your petitioners further show, that they are informed and believe that there is error in said judgment, and that they are aggrieved thereby, and are desirous of appealing therefrom.

Wherefore your petitioners pray, that they be allowed to take an appeal from said judgment to the Supreme Court of the United States, on their giving bond with good and sufficient security, conditioned as the law directs, for such sum as this honorable Court may specify; and your petitioners further pray, that the said Alexander Lesseps and Edward Shiff, syndic of the creditors of said Alexander Lesseps, Laurent Millandon, Louis Joseph Coiron, Marie Emilie Coiron, Genevieve Coiron, and Auguste Lesseps, and Laurent Millandon, as syndic of said Auguste Lesseps, be duly cited to appear, and answer thereto; and your petitioners pray for all other and further relief as in duty bound.

H. D. OGDEN,
Of Counsel.

Order.

Let the appeal be allowed as prayed for; returnable to the next term of the Supreme Court; on plaintiffs giving bond conditioned according to law, in the penal sum of five hundred dollars, with H. N. Rayburn as surety thereon.

THEO. H. McCALEB,
U. S. Judge.

NEW ORLEANS, 19th May, 1855.

Bond. Filed 19*th May*, 1855.

Know all men by these presents, that we, Pierre Felix Coiron and Marie Josephine T. Coiron, as principals, and Henry N. Rayburn, as surety, are held and firmly bound, jointly and severally, unto Alexander Lesseps and Edward Shiff, syndic of the creditors of said

Alexander Lesseps and Laurent Millandon, Louis Joseph Coiron, Marie Emilie Coiron, Genevieve Coiron, Auguste Lesseps, and Laurent Millandon, syndic of the creditors of said Auguste Lesseps, in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said above-named obligees, their heirs, executors, administrators, and assigns, for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated the nineteenth day of May, in the year of our Lord eighteen hundred and fifty-five.

Whereas, Pierre Felix Coiron and Marie Josephine T. Coiron, a minor, and who sued by her next friend Pierre Felix Coiron, lately at a Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, in a suit depending in said Court, wherein the said Pierre Felix Coiron and Marie Josephine T. Coiron, are complainants, and the above-named obligees are defendants, a decree was rendered against said complainants, and in favor of the above-named obligees, and the said Pierre Felix Coiron and Marie Josephine T. Coiron, by her next friend Pierre Felix Coiron, have this day presented a petition to the Honorable the Circuit Court of the United States for the Fifth Circuit, holding sessions in and for the Eastern District of Louisiana, praying an appeal from the said decree rendered against complainants on the 14th day of May, 1855, and in favor of said obligees, to the Supreme Court of the United States,

Now, the condition of the above obligation is that, if the above-bounden Pierre Felix Coiron and Marie Josephine T. Coiron shall prosecute their said appeal to effect, and answer all damages and costs, if they fail to make their plea good, then the condition to be void, else to remain in full force and virtue.

MARIE JOSEPHINE Z. COIRON, }
Per P. FELIX COIRON. } [SEAL.]
P. FELIX COIRON. [SEAL.]
HENRY N. RAYBURN. [SEAL.]

Signed, sealed, and delivered in the presence of

J. W. GURLEY,
Clerk.

United States of America; Circuit Court of the United States; Fifth Circuit and Eastern District of Louisiana.

Clerk's Office.

I, John W. Gurley, Clerk of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, do hereby certify, that the foregoing 436 pages contain and form a full, com-

plete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of Pierre F. Coiron et al. *v.* Alexander Lesseps et al., No. 2091 of the Docket, so far as the same now remain of record or on file in said Court.

[SEAL.] Witness my hand and the seal of said Court at the City of New Orleans, this 12th day of September, A. D. 1855.

J. W. GURLEY,
Clerk.

The United States of America.

The President of the United States,

To Laurent Millandon, syndic of the creditors of Auguste Lesseps, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington on the first Monday of December next, pursuant to an order and petition of appeal filed in the Clerk's Office of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, wherein Pierre Felix Coiron and Marie Josephine T. Coiron, a minor, suing by her next friend Pierre Felix Coiron, are plaintiffs in appeal, and you et als. are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiffs in appeal, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this nineteenth day of May, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: L. Millandon, syndic, &c. United States Circuit Court. No. 2,091. Pierre F. Coiron et als. v. Alexander Lesseps et als. Citation in appeal.

Marshal's Return.

Received May 19th, 1855, and on the 28th May, 1855, served a copy of the within citation of appeal on L. Millandon, syndic, &c., in person, at the City of New Orleans.

D. C. VANDEGRIFF,
Deputy Marshal.

The United States of America.

The President of the United States,

To Louis Joseph Coiron, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Wash-

ington on the first Monday of December next, pursuant to an order and petition of appeal, filed in the Clerk's Office of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, wherein Pierre Felix Coiron, and Marie Josephine T. Coiron, a minor, suing by her next friend Pierre Felix Coiron, are plaintiffs in appeal, and you et als. are defendants in appeal, to show cause, if any there be, why the decree rendered against the said plaintiffs in appeal as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this nineteenth day of May, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: Louis Joseph Coiron. United States Circuit Court. No. 2,091. Pierre F. Coiron et als. v. Alexander Lesseps et als. Citation in appeal.

Marshal's Return.

Received May 19th, 1855, and on the 28th May, 1855, served a copy of the within citation of appeal on Louis Joseph Coiron in person, at the City of New Orleans.

D. C. VANDEGRIFF,
Deputy Marshal.

The United States of America.

The President of the United States,

To Marie Emilie Coiron, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington on the first Monday of December next, pursuant to an order and petition of appeal, filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein Pierre Felix Coiron, and Marie Josephine T. Coiron, a minor, suing by her next friend Pierre Felix Coiron, are plaintiffs in appeal, and you et als. are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiffs in appeal, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this nineteenth day of May, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: Marie E. Coiron. United States Circuit Court. No. 2091. Pierre F. Coiron et als. *v.* Alexander Lesseps et als. Citation in appeal.

Marshal's Return.

Received May 19th, 1855, and on the 28th May, 1855, served a copy of the within citation of appeal on Mrs. Marie E. Coiron in person, at the City of New Orleans.

D. C. VANDEGRIFF,
Deputy Marshal.

The United States of America.

The President of the United States,

To Laurent Millandon, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington on the first Monday of December next, pursuant to an order and petition of appeal, filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein Pierre Felix Coiron, and Marie Josephine T. Coiron, a minor, suing by her next friend Pierre Felix Coiron, are plaintiffs in appeal, and you et als. are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiffs in appeal, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this nineteenth day of May, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: L. Millandon. United States Circuit Court. No. 2091. Pierre F. Coiron et als. *v.* Alexander Lesseps et als. Citation in appeal.

Marshal's Return.

Received May 19th, 1855, and on the 28th May, 1855, served a copy of the within citation of appeal on L. Millandon in person, at the City of New Orleans.

D. C. VANDEGRIFF,
Deputy Marshal.

The United States of America.

The President of the United States,

To Alexander Lesseps, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of

Washington, on the first Monday of December next, pursuant to an order and petition of appeal, filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein Pierre Felix Coiron, and Marie Josephine T. Coiron, a minor, suing by her next friend, Pierre Felix Coiron, are plaintiffs in appeal, and you and al. are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiffs in appeal, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this nineteenth day of May, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: Alexander Lesseps. United States Circuit Court. No. 2091. Pierre F. Coiron and al. *v.* Alexander Lesseps and al. Citation in appeal.

Marshal's Return.

Received May 19th, 1855; and on the 30th May, 1855, served a copy of the within citation of appeal on Alexander Lesseps, by handing the same to D. B. Macarty, Agent of the said Lesseps; said Lesseps being absent from the State. Returned May 30th, 1855.

D. C. VANDEGRIFF,
Deputy Marshal.

The United States of America.

The President of the United States,

To Auguste Lesseps, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to an order and petition of appeal, filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein Pierre Felix Coiron, and Marie Josephine T. Coiron, a minor, suing by her next friend Pierre Felix Coiron, are plaintiffs in appeal, and you and al. are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiffs in appeal, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the

Supreme Court of the United States, this nineteenth day of May, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: Auguste Lesseps. United States Circuit Court. No. 2091. Pierre T. Coiron and al. *v.* Alexander Lesseps and al. Citation in appeal.

Marshal's Return.

Received May 19th, 1855; and on the 30th May, 1855, served a copy of the within citation of appeal, on Auguste Lesseps, by handing the same to J. P. Benjamin, Attorney of said Lesseps; said Lesseps being absent from the city. Returned 30th May, 1855.

D. C. VANDEGRIFF,
Deputy Marshal.

The United States of America.

The President of the United States,

To Genevieve Coiron, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to an order and petition of appeal filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein Pierre Felix Coiron, and Marie Josephine T. Coiron, a minor, suing by her next friend Pierre Felix Coiron, are plaintiffs in appeal, and you and als. are defendants in appeal, to show cause, if any there be, why the decree rendered against the said plaintiffs in appeal, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this nineteenth day of May, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: Genevieve Coiron; United States Circuit Court. No. 2091. Pierre F. Coiron and als. *v.* Alex. Lesseps and als. Citation in appeal.

Marshal's Return.

Received May 19th, 1855; and on the 30th May, 1855, served a